

**EXHIBIT 4**  
**ENTIRE EXHIBIT**  
**SUBMITTED UNDER SEAL**

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10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN FRANCISCO DIVISION

13 WAYMO LLC

14 Plaintiffs,

15 v.

16 UBER TECHNOLOGIES, INC.;  
17 OTTOMOTTO, LLC; OTTO TRUCKING  
18 LLC,

19 Defendants.

Case No. 17-cv-00939-JCS

**PLAINTIFF’S SECOND  
SUPPLEMENTAL OBJECTIONS AND  
RESPONSES TO UBER’S FIRST SET OF  
INTERROGATORIES (NOS. 1-11)**

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1 Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Plaintiff Waymo LLC  
2 (“Waymo”) hereby supplements its objections and responses to Defendant Uber Technologies,  
3 Inc.’s (“Uber”) First Set of Interrogatories (Nos. 1-11). These objections and responses are made  
4 based on its current understanding and on information reasonably available to Waymo at the  
5 present time. Waymo reserves the right to supplement these responses if and when additional  
6 information becomes available.

**GENERAL OBJECTIONS**

7  
8 Waymo makes the following General Objections, whether or not separately set forth in  
9 response, to each and every instruction, definition, and question posed in the interrogatories. By  
10 responding to any of the interrogatories or failing to specifically refer to or specify any particular  
11 General Objection in response to a particular interrogatory, Waymo does not waive any of these  
12 General Objections, or admit or concede the appropriateness of any purported interrogatory or any  
13 assumptions contained therein.

14 1. Waymo objects to each interrogatory, and to the Definitions and Instructions, to the  
15 extent that they purport to impose any obligations upon Waymo beyond the Federal Rules of Civil  
16 Procedure, the Local Rules of the United States District Court for the Northern District of  
17 California, and the Supplemental Order to Order Setting Initial Case Management Conference in  
18 Civil Cases Before Judge William Alsup.

19 2. Waymo objects to the definitions of “Waymo,” “Plaintiff,” “You,” and “Your” on  
20 the grounds the definitions are overbroad, unduly burdensome, and vague, including, but not  
21 limited to, the extent that they include Alphabet Inc. or any Waymo subsidiary, subcontractor,  
22 partnership, joint venture, or other business cooperation involving Waymo LLC, Google Inc.,  
23 and/or Alphabet Inc., the present and former officers, directors, employees, agents,  
24 representatives, accountants, financial advisors, consultants, and attorneys or other persons owned  
25 or controlled by Waymo LLC, Google Inc., and/or Alphabet Inc., regardless of their affiliation or  
26 employment.

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1           3.       Waymo objects to the definition of “Side Business” as overly broad, unduly  
2 burdensome, vague and ambiguous, to the extent that the definition includes personal side  
3 project(s) or business(es).

4           4.       Waymo objects to each interrogatory to the extent that they seek information  
5 protected by the attorney-client privilege or the work product doctrine or that is otherwise  
6 privileged or protected from discovery.

7           5.       Waymo objects to each interrogatory to the extent that they seek information that is  
8 not relevant to a claim or defense of any party or to the subject matter of this action and is not  
9 proportional to the needs of the case, considering the importance of the issues at stake in the  
10 action, the amount in controversy, the parties’ relative access to relevant information, the parties’  
11 resources, the importance of the discovery in resolving the issues, and whether the burden or  
12 expense of the proposed discovery outweighs its likely benefit.

13          6.       Waymo objects to each interrogatory to the extent that they are compound,  
14 complex, and contain multiple subparts.

15          7.       Waymo objects to each interrogatory to the extent that they are overbroad, unduly  
16 burdensome, vague, and/or ambiguous.

17          8.       Waymo objects to each interrogatory to the extent that they seek information that  
18 does not already exist, or that is not in Waymo’s possession, custody, or control.

19          9.       Waymo objects to each interrogatory to the extent that they require Waymo to  
20 provide information beyond what is available to Waymo at present from a reasonable search of its  
21 own files likely to contain relevant or responsive documents and from a reasonable inquiry of its  
22 present employees.

23          10.      Waymo objects to each interrogatory to the extent that they seek confidential or  
24 proprietary information, including without limitation, confidential business information,  
25 proprietary and/or competitively sensitive information, or trade secrets. Subject to its other  
26 General Objections, and to any specific objections set forth below, Waymo will only provide  
27 relevant information in a manner consistent with the Protective Order entered by the Court in this  
28 matter.

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1           11.     Waymo objects to each interrogatory to the extent that they seek information that  
2     Waymo is not permitted to disclose pursuant to confidentiality obligations or agreements with  
3     third parties.

4           12.     Waymo objects to each interrogatory to the extent that they are unlimited in time or  
5     otherwise not limited to a time frame relevant to this litigation and to the patents-in-suit, and  
6     therefore burdensome, oppressive, overly broad, and not proportional to the needs of the case.

7           13.     Waymo objects to each and every interrogatory to the extent that they call for a  
8     legal conclusion.

9           14.     Waymo objects to each and every interrogatory to the extent that they call for  
10    responses that are the subject of expert testimony. Waymo will provide its expert reports pursuant  
11    to deadlines to be set by the Court for the exchange of such reports and will supplement or amend  
12    those reports as appropriate and as permitted by the Court.

13          15.     Waymo objects to each and every interrogatory to the extent that they call for  
14    information that is publicly available and therefore as accessible to Defendants as to Waymo.

15          16.     Waymo objects to these interrogatories to the extent that they are premature.  
16    Discovery is ongoing and Waymo has not yet completed its investigation of the matters at issue in  
17    this action. Waymo reserves the right to modify, supplement, change or amend its responses once  
18    Waymo has conducted the necessary discovery and investigation.

19          17.     Waymo objects to Instruction No. 5 as overbroad, unduly burdensome, vague, and  
20    ambiguous to the extent that it refers to “Provision 1(d) of the Default Standard for Discovery in  
21    this judicial district.”

22          18.     Waymo responds to each and every interrogatory based on its knowledge,  
23    information and belief based on its investigation as of the date of the response; however, Waymo’s  
24    investigation into the issues of this action remains ongoing. Waymo reserves the right to  
25    supplement or amend its responses without prejudice pursuant to Rule 26(e).

26          19.     Waymo’s responses are not to be construed as an admission that any of the  
27    requested information exists, that any information is admissible, relevant or proportional to the  
28

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1 needs of the case, or that any contention or assumption contained in the interrogatories, whether  
 2 implicit or explicit, is correct.

3 20. Waymo incorporates by reference its General Objections in each of the specific  
 4 responses set forth below.

**STATEMENT ON SUPPLEMENTATION**

7 Waymo’s investigation in this action is ongoing, and Waymo reserves the right to rely on  
 8 and introduce information in addition to any information provided herein at the trial of this matter  
 9 or in other related proceedings. Waymo anticipates that facts it learns later in the litigation may be  
 10 responsive to one or more of these interrogatories and Waymo reserves its right to supplement its  
 11 responses at appropriate points throughout this litigation without prejudice and/or to otherwise  
 12 make available to Defendants such information. Waymo also reserves the right to change, modify  
 13 or enlarge the following responses based on additional information, further analysis, and/or in  
 14 light of events in the litigation such as rulings by the Court. Waymo reserves the right to rely on  
 15 or otherwise use any such amended response for future discovery, trial or otherwise. Unless  
 16 specifically stated otherwise in the individual responses to these interrogatories, Waymo’s  
 17 statement on supplementation applies to all interrogatories.

18 Waymo’s reservation of rights on supplementation is particularly warranted in light of  
 19 Defendants’ “relentless concealment of likely probative evidence, both documentary and  
 20 testimonial, from Waymo’s view.” Preliminary Injunction Order, Dkt. 433 at 8. As illustrative  
 21 examples, Defendants’ concealment of evidence by asserting a web of inapplicable privileges with  
 22 respect to the Stroz Friedberg due diligence investigation has hindered Waymo’s efforts to  
 23 discover relevant evidence. *See* Motion to Compel Order, Dkt. 549. As another example,  
 24 Defendants’ continued assertion of a web of inapplicable privileges to withhold 3,500 documents  
 25 related to Uber’s acquisition of Ottomotto continues to hinder Waymo’s efforts to discover  
 26 relevant evidence. Misleading arguments Defendants made to the Court leading the Court and  
 27 Waymo to believe that Fuji was the only LiDAR system being developed in-house by Defendants  
 28 have similarly hindered Waymo’s efforts. *See* Apr. 12, 2017 Hr’g Tr. 87:12-88:3. As a final

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1 illustrative example, Waymo’s efforts to discover relevant evidence were thwarted by evasive  
2 testimony from Defendants’ employees Gaetan Pennecot (Pennecot Dep. 62:3-13, 69:14-15) and  
3 Daniel Gruver (Gruver Dep. 45:13-46:19) suggesting that [REDACTED] used in Fuji did not [REDACTED]  
4 [REDACTED] which was later contradicted by testimony provided by James Haslim in  
5 his court-ordered deposition (Haslim May 4 Dep. 50:14-51:9), as well as by misleading testimony  
6 from Gruver (Gruver Dep. 51:4-15) suggesting that Velodyne’s LiDARs [REDACTED]  
7 which was later contradicted in Haslim’s court-ordered deposition (Haslim May 4 Dep. 165:1-11).

**SPECIFIC OBJECTIONS AND RESPONSES**

10 Waymo expressly incorporates the above objections as though set forth fully in response to  
11 each of the following individual interrogatories, and, to the extent that they are not raised in the  
12 particular response, Waymo does not waive those objections.

**INTERROGATORY NO. 1:**

15 Identify each alleged Waymo trade secret from “Plaintiff’s List of Asserted Trade Secrets  
16 Pursuant to Cal. Code Civ. Proc. Section 2019.210,” served on March 10, 2017, that You contend  
17 is used by Uber, and identify all facts and Documents (by Bates number) that you believe support  
18 Your contention.

**RESPONSE TO INTERROGATORY NO. 1:**

21 Waymo incorporates by reference its General Objections. Waymo further objects to this  
22 interrogatory on the grounds that it is overbroad, unduly burdensome, and oppressive, including to  
23 the extent that it asks Waymo to respond separately for each alleged Waymo trade secret. Waymo  
24 further objects to this request to the extent it is compound, complex, and contains multiple  
25 subparts. Waymo further objects to this interrogatory as premature to the extent it calls for  
26 information that is subject to expert testimony. Waymo will provide expert testimony in  
27 accordance with the Court’s procedural schedule.

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1 Subject to and without waiving the foregoing General and Specific Objections, Waymo  
2 responds as follows:

3 The head of Defendants’ self-driving car program, Anthony Levandowski took from  
4 Waymo over 14,000 design files containing Waymo’s proprietary information, as well as other  
5 proprietary documents describing Waymo’s confidential trade secrets. *See* Declaration of Gary  
6 Brown (“Brown Decl.”); Deposition Transcript of Anthony Levandowski (“Levandowski Dep.”)  
7 at 20:9-24, 100:9-101:15, 115:3-16. The stolen files describe and contain certain of Waymo’s  
8 asserted trade secrets including Trade Secret Nos. 1-8, 14-17, 19, 20, 38, 39, 42, 43, 46, 48, 49, 62,  
9 63, and 75-109 from Waymo’s List of Asserted Trade Secrets. *See* Dkt. No. 25-7. Mr.  
10 Levandowski, on behalf of Uber and in coordination with other Uber employees, including former  
11 Waymo employees, used these files to design and build LIDAR designs and systems that include  
12 information contained in and derived from Waymo’s trade secrets. *See* Levandowski Dep. at  
13 20:9-24, 100:9-101:15, 115:3-16; *see also* Uber’s Response to Court Ordered Interrogatory No. 1,  
14 Dkt. No. 265-1. They also used know-how contained in and derived from Waymo’s trade secrets  
15 to determine risks and benefits associated with various LiDAR designs and systems, including  
16 Trade Secret Nos. 110-121. *See id.* Further evidence of Uber’s use of Waymo’s asserted trade  
17 secrets is provided below:

**Trade Secret Nos. 1 and 4**

18 Uber does not dispute that it uses Trade Secret Nos. 1 and 4. Uber uses Trade Secret No. 1  
19 at least because [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

22 [REDACTED] Uber uses  
23 Trade Secret No. 4 at least because the Fuji device includes [REDACTED]  
24 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
25 [REDACTED] Example documents describing Uber’s use of Trade Secret Nos. 1 and 4  
26 include the following: Declaration of Scott Boehmke (“Boehmke Decl.”); Declaration of James  
27 Haslim (“Haslim Decl.”), Ex. B; Deposition Transcript of James Haslim (“Haslim Tr.”) at 125:19-  
28 126:1; WAYMO-UBER00000635; Fuji device produced for inspection; photographs of the Fuji



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1 device, including UBER00006244-254, 272-274, 289-296; CAD drawings of the Fuji device,  
2 including UBER00011690-708, Document Production of Gorilla Circuits, including GOR  
3 000001-174.

4 **Trade Secret Nos. 2, 3, and 6**

5 Uber uses Trade Secret No. 2 at least because the Fuji device includes or is derived from a

6 [REDACTED]

7 [REDACTED]

8 [REDACTED] or a derivative thereof. Uber uses Trade Secret No. 3 at least because the Fuji  
9 device includes or is derived from [REDACTED]

10 [REDACTED]

11 [REDACTED] or a derivative thereof. Uber uses Trade Secret No. 6 at  
12 least because the Fuji device includes or is derived from [REDACTED]

13 [REDACTED]

14 [REDACTED] [REDACTED]

15 [REDACTED] or a derivative thereof:

16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]

25 Example documents describing Uber’s use of Trade Secret Nos. 2, 3, and 6 include the  
26 following: Haslim Decl., ¶ 15, Ex. B; WAYMO-UBER00000635; Fuji device produced for  
27 inspection; photographs of the Fuji device, including UBER00006244-254, 272-274, 289-296;

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1 CAD drawings of the Fuji device, including UBER00011690-708, Document Production of  
2 Gorilla Circuits, including GOR 000001-174.

3 **Trade Secret No. 5**

4 Uber uses Trade Secret No. 5 at least because the Fuji device includes [REDACTED]  
5 [REDACTED] Example documents  
6 describing Uber’s use of Trade Secret Nos. 2, 3, and 6 include the following: Fuji device produced  
7 for inspection; photographs of the Fuji device, including WAYMO-UBER00000635;  
8 UBER00006244-254, 272-274, 289-296; CAD drawings of the Fuji device, including  
9 UBER00011690-708, Document Production of Gorilla Circuits, including GOR 000001-174.

10 **Trade Secret No. 7**

11 Uber does not deny that it uses Trade Secret No. 7. Uber uses Trade Secret No. 7 at least  
12 because the Fuji device includes [REDACTED]

13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED] Example documents describing Uber’s  
16 use of Trade Secret No. 7 include the following: Deposition Transcript of Michael Lebby (“Lebby  
17 Tr.”) at 58:16-23; Deposition of Gaetan Pennecot (“Pennecot Tr.”); Haslim Tr. at 64:49;  
18 WAYMO-UBER00000635; Fuji device produced for inspection; photographs of the Fuji device,  
19 including UBER00006244-254, 272-274, 289-296; CAD drawings of the Fuji device, including  
20 UBER00011690-708.

21 **Trade Secret No. 8**

22 Uber does not dispute that it uses Trade Secret No. 8. Uber uses Trade Secret No. 8 at  
23 least because the Fuji device includes [REDACTED]

24 [REDACTED]  
25 [REDACTED]  
26 Example documents describing Uber’s use of Trade Secret No. 8 include the following:  
27 WAYMO-UBER00000635; Fuji device produced for inspection; photographs of the Fuji device,

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1 including UBER00006244-254, 272-274, 289-296; CAD drawings of the Fuji device, including  
 2 UBER00011690-708; Document Production of Gorilla Circuits, including GOR 000001-174.

**Trade Secret Nos. 9 and 10**

4 Uber uses Trade Secret No. 9 at least because the Fuji device includes [REDACTED]  
 5 [REDACTED]  
 6 [REDACTED]  
 7 [REDACTED]  
 8 [REDACTED]

9 [REDACTED] Uber uses Trade Secret No. 10 at least because the Fuji device uses a  
 10 [REDACTED]  
 11 [REDACTED]  
 12 [REDACTED] Example

13 documents describing Uber’s use of Trade Secret Nos. 9 and 10 include the following:  
 14 Supplemental Declaration of James Haslim (“Haslim Supp. Decl.”) ¶ 15; Supplemental  
 15 Declaration of Michael Lebby (“Lebby Supp. Decl.”) ¶ 25, including cited CAD drawing and  
 16 [REDACTED] UBER00006248; UBER00006251; UBER00011317; UBER00011473  
 17 UBER00011612; UBER00011613; UBER00011263; Pennecot Tr.; Haslim Tr. at 161:8-165:14,  
 18 194:6-17; Fuji device produced for inspection; photographs of the Fuji device, including  
 19 UBER00006244-254, 272-274, 289-296; CAD drawings of the Fuji device, including  
 20 UBER00011690-708; Uber’s Responses to Waymo’s Second Set of Expedited Interrogatory Nos.  
 21 10 and 11.

**Trade Secret No. 13**

23 Uber does not dispute that it uses Trade Secret No. 13. Uber uses Trade Secret No. 13 at  
 24 least because the Fuji device [REDACTED]  
 25 [REDACTED]

26 [REDACTED] Example documents describing Uber’s use of Trade Secret No. 13 include the following:  
 27 UBER00006246; WAYMO-UBER00000635; Fuji device produced for inspection; photographs of  
 28 the Fuji device, including UBER00006244-254, 272-274, 289-296; CAD drawings of the Fuji

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1 device, including UBER00011690-708; Document Production of Gorilla Circuits, including GOR  
2 000001-174.

3 **Trade Secret No. 14**

4 Uber uses Trade Secret No. 14 at least because the Fuji device implements [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]

8 [REDACTED] Example documents describing Uber’s use of Trade Secret No. 13 include the following:  
9 Haslim Decl., Ex. B; Haslim Supp. Tr. at 114:4-115:23; WAYMO-UBER00000635; Fuji device  
10 produced for inspection; photographs of the Fuji device, including UBER00006244-254, 272-274,  
11 289-296; CAD drawings of the Fuji device, including UBER00011690-708; Document Production  
12 of Gorilla Circuits, including GOR 000001-174.

13 **Trade Secret No. 19**

14 Uber does not dispute that it uses Trade Secret No. 19. Uber uses Trade Secret No. 19 at  
15 least because the Fuji device includes [REDACTED]  
16 [REDACTED]  
17 [REDACTED]

18 [REDACTED] Example documents describing  
19 Uber’s use of Trade Secret No. 13 include the following: UBER00011242; Fuji device produced  
20 for inspection; photographs of the Fuji device, including UBER00006261-264, 275, 277, 279-258;  
21 CAD drawings of the Fuji device produced for inspection.

22 **Trade Secret Nos. 48 and 90**

23 Uber uses Trade Secret No. 48 at least because the Spider device includes [REDACTED]  
24 [REDACTED]  
25 [REDACTED]

26 [REDACTED] Uber uses Trade Secret No. 90 at least because the Spider  
27 device [REDACTED]  
28 [REDACTED] Example

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documents describing Uber’s use of Trade Secret Nos. 48 and 90 include the following: UBER00005076; UBER00005076; UBER00005077; UBER00011676; UBER00011678; UBER00017389; Khirshagar Tr. at 34:6-37:4; Haslim Supp. Decl. ¶ 7; Haslim Tr. at 17:24-24:24; Haslim Dep. Ex. 150; Spider device produced for inspection; photographs of the Spider device, including UBER00006265-71.

**Trade Secret Nos. 94-99**

Uber uses Trade Secret Nos. 94-99 at least because the Fuji device includes [REDACTED]

[REDACTED] Example documents describing Uber’s use of Trade Secret Nos. 94-99 include the following: Haslim Decl., Ex. B; WAYMO-UBER00000635; Fuji device produced for inspection; photographs of the Fuji device, including UBER00006244-254, 272-274, 289-296; CAD drawings of the Fuji device, including UBER00011690-708; Document Production of Gorilla Circuits, including GOR 000001-174.

Discovery is ongoing and Waymo reserves the right to supplement this response after further discovery and investigation into Uber’s use of Waymo’s trade secrets.

**INTERROGATORY NO. 2:**

Separately for each alleged Waymo trade secret identified in response to Interrogatory No. 1, identify each Person who you claim has knowledge that Uber has used that trade secret, and your basis for asserting that that person has knowledge of use of that specific trade secret.

**RESPONSE TO INTERROGATORY NO. 2:**

Waymo incorporates by reference its General Objections. Waymo further objects to this interrogatory on the grounds that it is overbroad, unduly burdensome, and oppressive, including to the extent that it asks Waymo to respond separately for each alleged Waymo trade secret. Waymo further objects to this request to the extent it is compound, complex, and contains multiple subparts.

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1 Subject to and without waiving the foregoing General and Specific Objections, Waymo  
2 responds as follows: Waymo identifies the individuals in the documents and deposition testimony  
3 cited in Waymo’s response to Interrogatory No. 1. Waymo further identifies all individuals  
4 identified by Defendants in response to Court Ordered Interrogatory No. 2. Waymo prospectively  
5 identifies those individuals to be identified by Uber in its required accounting pursuant to the  
6 Court’s preliminary injunction order. Waymo identifies these individuals based on their  
7 conversations with Mr. Levandowski who has possessed and/or still does possess Waymo’s  
8 confidential documents as described in Waymo’s response to Interrogatory No. 1, Waymo’s Trade  
9 Secret List, and the Court’s preliminary injunction order.

10 Waymo additionally identifies the following individuals who have knowledge that Uber  
11 has used that trade secrets identified in response to Interrogatory No. 1, along with Waymo’s basis  
12 for asserting each individual has such knowledge:

13 Anthony Levandowski: Mr. Levandowski stole more than 14,000 design files from  
14 Waymo’s SVN repository, including design files that describe each of Waymo’s trade secrets  
15 identified in response to Interrogatory No. 1. Mr. Levandowski is a former Waymo employee and  
16 is knowledgeable about Waymo’s development and use of these trade secrets. Mr. Levandowski  
17 was involved in the design of Defendants’ Fuji and Spider devices, including the specific features  
18 of those devices that use each of Waymo’s trade secrets identified in response to Interrogatory No.  
19 1, and therefore has knowledge of Defendants’ use of each of those trade secrets.

20 Gaetan Pennecot: Mr. Pennecot is a former Waymo employee and is knowledgeable about  
21 Waymo’s development and use of Waymo’s trade secrets identified in response to Interrogatory  
22 No. 1. Mr. Pennecot was involved in the design of Defendants’ Fuji and Spider devices, including  
23 the specific features of those devices that use each of Waymo’s trade secrets identified in response  
24 to Interrogatory No. 1, and therefore has knowledge of Defendants’ use of each of those trade  
25 secrets. Mr. Pennecot also retained on Uber’s servers specifications and data concerning his prior  
26 work at 510 Systems (acquired by Google). Mr. Pennecot similarly retained in his possession  
27 until June 13, 2017, Google proprietary hardware, lenses, and unknown data and documents  
28 (currently encrypted).

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1 Daniel Gruver: Mr. Gruver is a former Waymo employee and is knowledgeable about  
2 Waymo’s development and use of Waymo’s trade secrets identified in response to Interrogatory  
3 No. 1. Mr. Gruver was involved in the design of Defendants’ Fuji and Spider devices, including  
4 the specific features of those devices that use each of Waymo’s trade secrets identified in response  
5 to Interrogatory No. 1.

6 James Haslim: Mr. Haslim was involved in the design of Defendants’ Fuji and Spider  
7 devices, including the specific features of those devices that use each of Waymo’s trade secrets  
8 identified in response to Interrogatory No. 1.

9 Scott Boehmke: Mr. Boehmke was involved in the design of Defendants’ Fuji and Spider  
10 devices, including the specific features of those devices that use each of Waymo’s trade secrets  
11 identified in response to Interrogatory No. 1.

12 Lior Ron: Mr. Ron is a former Waymo employee and is knowledgeable about Waymo’s  
13 development and use of each of the trade secrets identified in response to Interrogatory No. 1.  
14 Upon information and belief, Mr. Ron is knowledgeable about the design files that Mr.  
15 Levandowski stole from Waymo’s SVN repository, including design files that describe each of  
16 Waymo’s trade secrets identified in response to Interrogatory No. 1. Upon information and belief,  
17 Mr. Ron is knowledgeable about Defendants’ Fuji and Spider devices, including the specific  
18 features of those devices that use each of Waymo’s trade secrets identified in response to  
19 Interrogatory No. 1.

20 Colin Sebern: Mr. Sebern is a former Waymo employee and is knowledgeable about  
21 Waymo’s development and use of each of the trade secrets identified in response to Interrogatory  
22 No. 1. Upon information and belief, Mr. Sebern is knowledgeable about the design files that Mr.  
23 Levandowski stole from Waymo’s SVN repository, including design files that describe each of  
24 Waymo’s trade secrets identified in response to Interrogatory No. 1. Upon information and belief,  
25 Mr. Sebern is knowledgeable about Defendants’ Fuji and Spider devices, including the specific  
26 features of those devices that use each of Waymo’s trade secrets identified in response to  
27 Interrogatory No. 1.

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1 Don Burnette: Mr. Burnette is a former Waymo employee and is knowledgeable about  
2 Waymo’s development and use each of the trade secrets identified in response to Interrogatory No.  
3 1. Upon information and belief, Mr. Burnette is knowledgeable about the design files that Mr.  
4 Levandowski stole from Waymo’s SVN repository, including design files that describe each of  
5 Waymo’s trade secrets identified in response to Interrogatory No. 1. Upon information and belief,  
6 Mr. Burnette is knowledgeable about Defendants’ Fuji and Spider devices, including the specific  
7 features of those devices that use each of Waymo’s trade secrets identified in response to  
8 Interrogatory No. 1.

9 Soren Juelsgaard: Mr. Juelsgaard is a former Waymo employee and is knowledgeable  
10 about Waymo’s development and use of each of the trade secrets identified in response to  
11 Interrogatory No. 1. Upon information and belief, Mr. Juelsgaard is knowledgeable about the  
12 design files that Mr. Levandowski stole from Waymo’s SVN repository, including design files that  
13 describe each of Waymo’s trade secrets identified in response to Interrogatory No. 1. Upon  
14 information and belief, Mr. Juelsgaard is knowledgeable about Defendants’ Fuji and Spider  
15 devices, including the specific features of those devices that use each of Waymo’s trade secrets  
16 identified in response to Interrogatory No. 1.

17 Claire Delauney: Ms. Delauney is a former Waymo employee and is knowledgeable about  
18 Waymo’s development and use of each of the trade secrets identified in response to Interrogatory  
19 No. 1. Upon information and belief, Ms. Delauney is knowledgeable about the design files that  
20 Mr. Levandowski stole from Waymo’s SVN repository, including design files that describe each  
21 of Waymo’s trade secrets identified in response to Interrogatory No. 1. Upon information and  
22 belief, Ms. Delauney is knowledgeable about Defendants’ Fuji and Spider devices, including the  
23 specific features of those devices that use each of Waymo’s trade secrets identified in response to  
24 Interrogatory No. 1.

25 Max Levandowski: Upon information and belief, Max Levandowski is knowledgeable  
26 about the design files that Anthony Levandowski stole from Waymo’s SVN repository, including  
27 design files that describe each of Waymo’s trade secrets identified in response to Interrogatory No.  
28 1. Upon information and belief, Max Levandowski is knowledgeable about Defendants’ Fuji and



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1 Spider devices, including the specific features of those devices that use each of Waymo’s trade  
2 secrets identified in response to Interrogatory No. 1.

3 Brian McClendon: Mr. McClendon is a former Google employee and is knowledgeable  
4 about Waymo’s development and use of each of the trade secrets identified in response to  
5 Interrogatory No. 1. Upon information and belief, Mr. McClendon is knowledgeable about the  
6 design files that Mr. Levandowski stole from Waymo’s SVN repository, including design files that  
7 describe each of Waymo’s trade secrets identified in response to Interrogatory No. 1. Upon  
8 information and belief, Mr. McClendon is knowledgeable about Defendants’ Fuji and Spider  
9 devices, including the specific features of those devices that use each of Waymo’s trade secrets  
10 identified in response to Interrogatory No. 1.

11 Individuals from Stroz Friedberg: Upon information and belief, individuals from Stroz  
12 Friedberg are knowledgeable about files that Mr. Levandowski and other former Google/Waymo  
13 employees took from Waymo, including design files that describe each of Waymo’s trade secrets  
14 identified in response to Interrogatory No. 1.

15 Individuals from Defendants’ Law Firms: Upon information and belief, individuals and  
16 law firms representing defendants and Mr. Levandowski are knowledgeable about files that Mr.  
17 Levandowski and other former Google/Waymo employees took from Waymo, including design  
18 files that describe each of Waymo’s trade secrets identified in response to Interrogatory No. 1.

19 Discovery is ongoing and Waymo reserves the right to supplement this response after  
20 further discovery and investigation into individuals knowledgeable about Uber’s use of Waymo’s  
21 trade secrets.

22  
23 **INTERROGATORY NO. 3:**

24 Separately for each alleged Waymo trade secret identified in response to Interrogatory No.  
25 1, state why you believe it has independent economic value from not being generally known.

26  
27  
28

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY****RESPONSE TO INTERROGATORY NO. 3:**

Waymo incorporates by reference its General Objections. Waymo further objects to this interrogatory on the grounds that it is overbroad, unduly burdensome, and oppressive, including to the extent that it asks Waymo to respond “[s]eparately for each alleged Waymo trade secret.” Waymo further objects to this request to the extent it is compound, complex, and contains multiple subparts. Waymo further objects to this interrogatory as premature to the extent it calls for information that is subject to expert testimony. Waymo will provide expert testimony in accordance with the Court’s procedural schedule.

Subject to and without waiving the foregoing General and Specific Objections, Waymo responds as follows: Waymo hereby incorporates by reference its identification of asserted trade secrets. Waymo further responds:

Waymo’s trade secrets derive independent economic value from not being generally known, thereby enabling Waymo’s position at the forefront of the effort to bring fully self-driving cars to market. In particular, Waymo was the first major U.S. technology firm to dedicate significant resources to the development of self-driving car technology, which promises to make transportation safer, cleaner, more efficient, and more widely available. Waymo developed its own unique, proprietary technology tailored to fully autonomous vehicles. Among others, Waymo designed its own LiDAR systems to enable a self-driving vehicle to “see” its surroundings and thus detect traffic, pedestrians, and other obstacles that a vehicle must be able to see in order to drive safely. This technology was pivotal in Waymo achieving the world’s first — and only — truly driverless trip on public roads in 2015. Waymo’s early, sustained investment in self-driving car technology has made it a leader not only in performance and safety but also in cost-reduction, a critical element for commercialization. *See, e.g.*, Declaration of Pierre-Yves Droz (“Droz Decl.”) ¶ 38.

With respect to LiDAR specifically, Waymo has invested millions of dollars and thousands of engineering hours to develop its own proprietary LiDAR systems that are high-performing and low-cost — *i.e.*, tailored to advance the commercialization of autonomous vehicles. Waymo’s early efforts to develop its mid-range LiDAR systems were directed at selecting a fundamental

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1 architecture that could provide the right balance among a variety of priorities: [REDACTED]  
2 [REDACTED] *Id.* ¶¶ 10-  
3 12. The Waymo team spent years working on a variety of possibilities that proved to be dead  
4 ends. *See, e.g., id.* ¶¶ 10-11. Waymo’s experience with these “dead-end” designs helped lead  
5 Waymo to the architecture now at the heart of its current LiDAR systems. *Id.* ¶ 12.

6 Waymo’s current-generation LiDAR technology, known internally as GBr3, incorporates  
7 innovations that optimize the balance among [REDACTED]  
8 [REDACTED] *Id.* ¶ 20. Such innovations are not patented, are not visible to passers-by  
9 as Waymo tests its vehicles, and derive their economic value from being kept secret from  
10 competitors, as described in Waymo’s Trade Secret List (Exhibit 1 to Jaffe Declaration). Thus,  
11 these innovations qualify as trade secrets. They derive independent economic value from not  
12 being generally known at least in part because they embody Waymo’s expenditure of time and  
13 resources into developing the trade secrets, which a competitor could circumvent in the event that  
14 such trade secrets were generally known. Any ability to shorten or eliminate engineering cycles  
15 represents a valuable time-saving advantage.

**Trade Secret Nos. 1, 4, and 6**

16 Trade Secret Nos. 1 [REDACTED]  
17 [REDACTED] 4 [REDACTED]  
18 [REDACTED] & 6 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED] derive independent economic value from not being  
22 generally known.”

23 Specifically, [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28

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1 In GBr2, [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]

16 In brief, Trade Secret Nos. 1, 4, & 6 derive independent economic value from not being  
17 generally known, for example because [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED] As another  
21 example of additional independent economic value these trade secrets derive from not being  
22 generally known, [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 **Trade Secret Nos. 2 and 3**  
5 Trade Secret Nos. 2 [REDACTED]  
6 [REDACTED] & 3 [REDACTED]  
7 [REDACTED] derive  
8 independent economic value from not being generally known.  
9 Specifically, [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED] [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED] [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED] [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]

6 In brief, Trade Secret Nos. 2 & 3 derive economic value from not being generally known  
7 because [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]

14 **Trade Secret No. 5**

15 Trade Secret No. 5 [REDACTED]  
16 [REDACTED] derives independent economic value from not being generally known.  
17 Specifically, Trade Secret No. 5 derives economic value from not being generally known  
18 to the public or to competitors because [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]

23 **Trade Secret No. 7**

24 Trade Secret No. 7 [REDACTED]  
25 [REDACTED] derives independent economic value from not being generally known.  
26 Specifically, [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 Further ways in which [REDACTED] derive economic value from not being generally  
16 known are: [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]



**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED] [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED] [REDACTED]  
10 [REDACTED]  
11 [REDACTED]

12 In brief, Trade Secret No. 7 derives economic value from not being generally known to the  
13 public or to competitors because [REDACTED]

14 [REDACTED]

15 **Trade Secret No. 8**

16 Trade Secret No. 8 [REDACTED]  
17 [REDACTED] derives independent economic value from not being generally  
18 known.

19 Specifically, Trade Secret No. 8 derives economic value from not being generally known  
20 to the public or to competitors because [REDACTED]

21 [REDACTED]  
22 [REDACTED]

23 **Trade Secret Nos. 9 and 10**

24 Trade Secret Nos. 9 [REDACTED]  
25 [REDACTED]  
26 [REDACTED] & 10 [REDACTED]  
27 [REDACTED] derive independent economic value from not being generally  
28 known.

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

Specifically, [REDACTED]

[REDACTED]

In brief, Trade Secret Nos. 9 & 10 derive economic value from not being generally known to the public or to competitors because [REDACTED]

[REDACTED]

**Trade Secret No. 13**

Trade Secret No. 13 [REDACTED]

[REDACTED]  
derives independent economic value from not being generally known.

Trade Secret No. 13 is not generally known [REDACTED]

[REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED] [REDACTED]  
7 [REDACTED]

**Trade Secret No. 14**

8  
9 Trade Secret No. 14 [REDACTED]  
10 [REDACTED]

11 derives independent economic value from not being generally known.

12 Specifically, [REDACTED]  
13 [REDACTED] [REDACTED]  
14 [REDACTED]  
15 [REDACTED] [REDACTED]  
16 [REDACTED]  
17 [REDACTED] [REDACTED]  
18 [REDACTED] [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED] [REDACTED]  
23 [REDACTED] [REDACTED]  
24 [REDACTED]  
25 [REDACTED] [REDACTED]  
26 [REDACTED]  
27 [REDACTED]

28

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 In brief, Trade Secret No. 14 derives independent economic value from not being generally  
2 known to the public or to competitors because [REDACTED]

3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]

9 **Trade Secret No. 19**

10 Trade Secret No. 19 [REDACTED]  
11 [REDACTED] derives independent  
12 economic value from not being generally known.

13 Specifically, Trade Secret No. 19 derives independent economic value from not being  
14 generally known, for example because [REDACTED]

15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED] [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]

21 **Trade Secret No. 48 and 90**

22 Trade Secret Nos. 48 [REDACTED]  
23 [REDACTED] & 90 [REDACTED]  
24 derive independent economic value from not being generally known.

25 Specifically, these trade secrets derive independent economic value from not being  
26 generally known because [REDACTED]

27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
 2 [REDACTED]  
 3 [REDACTED]  
 4 [REDACTED]  
 5 [REDACTED]  
 6 [REDACTED]  
 7 [REDACTED]  
 8 [REDACTED]  
 9 [REDACTED]  
 10 [REDACTED]  
 11 [REDACTED]

12 In brief, Trade Secret Nos. 48 & 90 derive independent economic value from not being  
 13 generally known to the public or to competitors because [REDACTED]  
 14 [REDACTED]  
 15 [REDACTED]  
 16 [REDACTED]  
 17 [REDACTED]  
 18 [REDACTED]

**Trade Secret Nos. 75-80**

20 Trade Secret Nos. 75 [REDACTED]  
 21 [REDACTED], 76 [REDACTED] 77 [REDACTED]  
 22 [REDACTED] 78 [REDACTED] 79 [REDACTED]  
 23 [REDACTED] & 80 [REDACTED] derive independent economic value from  
 24 not being generally known.

25 Specifically, Trade Secret Nos. 75-80 derive independent economic value from not being  
 26 generally known to the public or to competitors because [REDACTED]  
 27 [REDACTED]  
 28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]

**Trade Secret No. 81**

5 Trade Secret No. 81 [REDACTED] derives independent economic  
6 value from not being generally known.

7 Specifically, Trade Secret No. 81 derives independent economic value from not being  
8 generally known to the public or to competitors because [REDACTED]

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]

**Trade Secret No. 85**

13 Trade Secret No. 85 [REDACTED] derives  
14 independent economic value from not being generally known.

15 Specifically, Trade Secret No. 85 derives independent economic value from not being  
16 generally known to the public or to competitors because [REDACTED]

17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED] [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED] [REDACTED]  
26 [REDACTED]

**Trade Secret No. 86**

28

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 Trade Secret No. 86 [REDACTED] derives independent economic  
2 value from not being generally known.

3 Specifically, Trade Secret No. 86 derives independent economic value from not being  
4 generally known to the public or to competitors because [REDACTED]

5 [REDACTED]

6 [REDACTED] [REDACTED]

7 [REDACTED]

8 **Trade Secret Nos. 87-88**

9 Trade Secret No. 87 [REDACTED] & 88 [REDACTED]  
10 [REDACTED] derive independent economic value from not being generally known.

11 Specifically, Trade Secret Nos. 87-88 derive independent economic value from not being  
12 generally known to the public or to competitors because [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 **Trade Secret No. 91**

21 Trade Secret No. 91 [REDACTED] derives independent  
22 economic value from not being generally known.

23 Specifically, Trade Secret No. 91 derives independent economic value from not being  
24 generally known for the same reasons outlined with respect to Trade Secret Nos. 1-20 and 94-109.

25 **Trade Secret Nos. 94-109**

26 Trade Secret Nos. 94 [REDACTED]

27 [REDACTED] 95 [REDACTED]

28 [REDACTED], 96 [REDACTED]

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1 [REDACTED] 97 [REDACTED] 98  
2 [REDACTED] 99 [REDACTED]  
3 [REDACTED] 100 [REDACTED]  
4 [REDACTED], 101 [REDACTED]  
5 102 [REDACTED] 103 [REDACTED]  
6 [REDACTED] 104 [REDACTED]  
7 [REDACTED]  
8 [REDACTED] 105 [REDACTED]  
9 [REDACTED] 106 [REDACTED]  
10 [REDACTED] 107  
11 [REDACTED]  
12 [REDACTED] 108 [REDACTED]  
13 [REDACTED] & 109 [REDACTED]  
14 [REDACTED] derive independent economic value from not being generally known.  
15 Specifically, these trade secrets derive independent economic value from not being  
16 generally known to the public or to competitors because [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED] [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]



**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]

13 In brief, Trade Secret Nos. 94-109 have independent economic value from not being  
14 generally known because [REDACTED]

15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]

27 **Trade Secret No. 110**

28

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 Trade Secret No. 110 [REDACTED]

2 [REDACTED] derives independent economic value from not being generally known.

3 Specifically, Trade Secret No. 110 derives independent economic value from not being  
4 generally known to the public or to competitors because [REDACTED]

5 [REDACTED]

6 [REDACTED] [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 **Trade Secret No. 111**

12 Trade Secret No. 111 [REDACTED]

13 [REDACTED] derives independent economic value from not being  
14 generally known.

15 Specifically, Trade Secret No. 111 derives independent economic value from not being  
16 generally known to the public or to competitors because [REDACTED]

17 [REDACTED]

18 [REDACTED] [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED] [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED] [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 **Trade Secret No. 112**

28

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 Trade Secret No. 112 [REDACTED]  
2 [REDACTED] derives independent economic value from not  
3 being generally known.

4 Specifically, Trade Secret No. 112 derives independent economic value from not being  
5 generally known to the public or to competitors because [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]

10 **Trade Secret No. 113**

11 Trade Secret No. 113 [REDACTED]  
12 [REDACTED] derives independent economic value from not  
13 being generally known.

14 Specifically, Trade Secret No. 113 derives independent economic value from not being  
15 generally known to the public or to competitors because [REDACTED]  
16 [REDACTED]  
17 [REDACTED] [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

22 **Trade Secret No. 114**

23 Trade Secret No. 114 [REDACTED]  
24 [REDACTED] derives independent economic value from not being generally known.

25 Specifically, [REDACTED]  
26 [REDACTED]  
27 [REDACTED] [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]

**Trade Secret No. 115**

6 Trade Secret No. 115 [REDACTED]  
7 [REDACTED] derives independent economic value from not being  
8 generally known.

9 Specifically, Trade Secret No. 115 derives independent economic value from not being  
10 generally known to the public or to competitors because [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]

**Trade Secret No. 116**

18 Trade Secret No. 116 [REDACTED]  
19 [REDACTED] derives  
20 independent economic value from not being generally known.

21 Specifically, Trade Secret No. 116 derives independent economic value from not being  
22 generally known to the public or to competitors because [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]

28

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]

3 **Trade Secret No. 117**

4 Trade Secret No. 117 [REDACTED]

5 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] derives  
6 independent economic value from not being generally known.

7 Specifically, Trade Secret No. 117 derives independent economic value from not being  
8 generally known to the public or to competitors because [REDACTED]

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]

16 **Trade Secret No. 118**

17 Trade Secret No. 118 [REDACTED]

18 [REDACTED] derives independent economic value from not being generally  
19 known.

20 Specifically, Trade Secret No. 118 derives independent economic value from not being  
21 generally known to the public or to competitors because [REDACTED]

22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]

25 **Trade Secret No. 119**

26 Trade Secret No. 119 [REDACTED]

27 [REDACTED] derives independent economic value from not being  
28 generally known.

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1 Specifically, Trade Secret No. 119 derives independent economic value from not being  
2 generally known to the public or to competitors because [REDACTED]

3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]

8 **Trade Secret No. 120**

9 Trade Secret No. 120 [REDACTED]  
10 [REDACTED] derives independent economic value from not being  
11 generally known.

12 Specifically, Trade Secret No. 120 derives independent economic value from not being  
13 generally known to the public or to competitors because [REDACTED]

14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

22 **Trade Secret No. 121**

23 Trade Secret No. 121 [REDACTED]  
24 [REDACTED] derives independent economic value from not being generally known.

25 Specifically, Trade Secret No. 121 derives independent economic value from not being  
26 generally known to the public or to competitors because [REDACTED]

27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
 2 [REDACTED]  
 3 [REDACTED]  
 4 [REDACTED]  
 5 [REDACTED]

**INTERROGATORY NO. 4:**

8 Separately for each alleged Waymo trade secret identified in response to Interrogatory No.  
 9 1, identify all Documents (by Bates number) that reflect the development, content, and scope of  
 10 the alleged trade secret.

**RESPONSE TO INTERROGATORY NO. 4:**

13 Waymo incorporates by reference its General Objections. Waymo further objects to this  
 14 interrogatory on the grounds that (i) it is vague and ambiguous, including with respect to the  
 15 phrase “development, content, and scope”; and (ii) it is overbroad, unduly burdensome, and  
 16 oppressive, including to the extent that it asks Waymo to respond “[s]eparately for each alleged  
 17 Waymo trade secret” and to identify “all Documents.” Waymo further objects to this request to  
 18 the extent it is compound, complex, and contains multiple subparts.

19 Subject to and without waiving the foregoing General and Specific Objections, Waymo  
 20 responds as follows:

21 Waymo identifies the following documents as responsive to this interrogatory: WAYMO-  
 22 UBER-00003147, WAYMO-UBER-00003156, WAYMO-UBER-00003176, WAYMO-UBER-  
 23 00003184, WAYMO-UBER-00003185, WAYMO-UBER-00003210, WAYMO-UBER-  
 24 00003211, WAYMO-UBER-00003217, WAYMO-UBER-00003248, WAYMO-UBER-  
 25 00003249, WAYMO-UBER-00003259, WAYMO-UBER-00003260, WAYMO-UBER-  
 26 00003261, WAYMO-UBER-00003266, WAYMO-UBER-00003267, WAYMO-UBER-  
 27 00003299, WAYMO-UBER-00003306, WAYMO-UBER-00003323, WAYMO-UBER-  
 28 00003341, WAYMO-UBER-00003452, WAYMO-UBER-00002485, WAYMO-UBER-

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1 00002542, WAYMO-UBER-00002551, WAYMO-UBER-00002559, WAYMO-UBER-  
2 00002570, WAYMO-UBER-00002595, WAYMO-UBER-00002985, WAYMO-UBER-  
3 00003499, WAYMO-UBER-00004025, WAYMO-UBER-00004845.

**FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4:**

6 Waymo incorporates by reference its General Objections. Waymo further objects to this  
7 interrogatory on the grounds that it is vague and ambiguous, including with respect to the phrase  
8 “development, content, and scope,” and (ii) it is overbroad, unduly burdensome, and oppressive.  
9 Waymo further objects to this request to the extent it is compound, complex, and contains multiple  
10 subparts.

11 Subject to and without waiving the foregoing General and Specific Objections, Waymo  
12 responds as follows: Waymo identifies documents as responsive to this interrogatory in Appendix  
13 A. Waymo also intends to rely on the 14,000 misappropriated files, including the subset of those  
14 files identified in response to Uber’s Interrogatory No. 10 and the revision history maintained in  
15 the SVN server.

16 Discovery is ongoing. Waymo is continuing to produce documents and providing  
17 deposition testimony. Waymo reserves the right to supplement this response after further  
18 discovery and investigation.

**INTERROGATORY NO. 5:**

21 Separately for each alleged Waymo trade secret identified in response to Interrogatory No.  
22 1, identify all Persons involved in the development of the alleged trade secret and describe their  
23 roles in the development.

**RESPONSE TO INTERROGATORY NO. 5:**

26 Waymo incorporates by reference its General Objections. Waymo further objects to this  
27 interrogatory on the grounds that (i) it is vague and ambiguous, including with respect to the term  
28 “development”; and (ii) it is overbroad, unduly burdensome, and oppressive, including to the



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1 extent that it asks Waymo to respond “[s]eparately for each alleged Waymo trade secret” and to  
 2 identify “all Persons.” Waymo further objects to this request to the extent it is compound,  
 3 complex, and contains multiple subparts.

4 Subject to and without waiving the foregoing General and Specific Objections, Waymo  
 5 responds as follows:

6 Waymo identifies the following individuals involved in the development of the trade  
 7 secrets identified in response to Interrogatory No. 1:

- 8 • Pierre-Yves Droz, Waymo Principal Hardware Engineer and LiDAR Team  
 9 Technical Lead.
- 10 • Ben Ingram, Waymo Hardware Engineer.
- 11 • Luke Wachter, Waymo Software Engineer.
- 12 • Drew Ulrich, Waymo Mechanical Engineer.
- 13 • Zachary Morriss, Waymo Mechanical Engineer.
- 14 • Dorel Ionut Iordache, Waymo Software Engineer.
- 15 • Sam Lenius, Waymo Hardware Engineer.
- 16 • Bernard Fidric, Waymo Hardware Engineer.
- 17 • Anthony Levandowski, former Google Software Engineer and LiDAR Team  
 18 Manager.
- 19 • Gaetan Pennecot, former Google Hardware Engineer.
- 20 • Daniel Gruver, former Google Engineer.

21

22 **FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5:**

23 Waymo incorporates by reference its General Objections. Waymo further objects to this  
 24 interrogatory on the grounds that it is vague and ambiguous, including with respect to the term  
 25 “development.” Waymo further objects to this request to the extent it is compound, complex, and  
 26 contains multiple subparts.

27 Subject to and without waiving the foregoing General and Specific Objections, Waymo  
 28 responds as follows:

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Waymo identifies each individual named or otherwise identified on the documents (*e.g.*, via custodial information) identified in response to Uber’s Interrogatory No. 4, on a trade secret by trade secret basis, as well as contributors to the misappropriated SVN files identified in response to Uber’s Interrogatory No. 10, as reflected by the names of commits maintained in the SVN server’s revision history.

Waymo further identifies the following individuals involved in the development of the trade secrets identified in response to Interrogatory No. 1:

Trade Secret No.	Individuals Involved in Development
1	Pierre-Yves Droz, Ben Ingram, Luke Wachter, Scott McCloskey, Anthony Levandowski, Gaetan Pennecot, Christian Lauterbach
2	Pierre-Yves Droz, Gaetan Pennecot
3	Pierre-Yves Droz, Gaetan Pennecot
4	Pierre-Yves Droz, Ben Ingram, Luke Wachter, Scott McCloskey, Anthony Levandowski, Gaetan Pennecot, Christian Lauterbach, Sean Noyce
5	Pierre-Yves Droz, Gaetan Pennecot
6	Pierre-Yves Droz, Ben Ingram, Luke Wachter, Scott McCloskey, Anthony Levandowski, Gaetan Pennecot, Christian Lauterbach
7	Pierre-Yves Droz, Gaetan Pennecot, Daniel Gruver
8	Pierre-Yves Droz, Gaetan Pennecot, Daniel Gruver, Sean Noyce
9	Pierre-Yves Droz, Gaetan Pennecot, Daniel Gruver
10	Pierre-Yves Droz, Gaetan Pennecot, Daniel Gruver, Sam Lenius, Radu Raduta, Dorel Ionut Iordache
13	Pierre-Yves Droz, Gaetan Pennecot, Daniel Gruver
14	Pierre-Yves Droz, Gaetan Pennecot, Daniel Gruver
15	Pierre-Yves Droz, Gaetan Pennecot, Sean Noyce
16	Pierre-Yves Droz, Sam Lenius, Sean Noyce
17	Gaetan Pennecot, Sean Noyce
19	Pierre-Yves Droz, Sam Lenius, Will McCann, Bernard Fidric
20	Sam Lenius, Paul Karplus
38	Pierre-Yves Droz, Ben Ingram
39	Pierre-Yves Droz, Ben Ingram, Luke Wachter, Scott McCloskey, Anthony Levandowski, Gaetan Pennecot, Christian Lauterbach
42	Pierre-Yves Droz, Gaetan Pennecot
43	Pierre-Yves Droz, Gaetan Pennecot
46	Pierre-Yves Droz, Blaise Gassend
48	Pierre-Yves Droz, Bernard Fidric, Zachary Morriss, Rahim Pardhan
49	Pierre-Yves Droz, Will McCann, Drew Ulrich, Arda Akman
62	Pierre-Yves Droz, Daniel Rosenband, Vadim Gutnik, Andy Abo
63	Pierre-Yves Droz, Will McCann, Rahim Pardhan, Soheil Farshchian
75	Sameer Kshirsagar, Jon Switkes, Madeline Lie

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1	76	Sameer Kshirsagar, Jon Switkes, Madeline Lie
2	77	Sameer Kshirsagar, Jon Switkes, Madeline Lie
3	78	Sameer Kshirsagar, Jon Switkes, Madeline Lie
4	79	Sameer Kshirsagar, Jon Switkes, Madeline Lie
5	80	Sameer Kshirsagar, Jon Switkes, Madeline Lie
6	81	Pierre-Yves Droz, Blaise Gassend, Luke Wachter, Sam Lenius
7	82	Pierre-Yves Droz, Blaise Gassend, Luke Wachter, Sam Lenius
8	83	Pierre-Yves Droz, Blaise Gassend, Luke Wachter, Sam Lenius
9	84	Pierre-Yves Droz, Blaise Gassend, Luke Wachter, Sam Lenius
10	85	Individuals identified in the document cited in this Trade Secret
11	86	Pierre-Yves Droz, Bernard Fidric
12	87	Pierre-Yves Droz, Dorel Ionut Iordache
13	88	Pierre-Yves Droz, Dorel Ionut Iordache
14	89	Pierre-Yves Droz, Will McCann, Rahim Pardhan, Soheil Farshchian
15	90	Bernard Fidric
16	91	Pierre-Yves Droz, Anthony Levandowski
17	92	Tim Willis
18	93	Tim Willis
19	94	Pierre-Yves Droz, Sam Lenius, Sean Noyce
20	95	Pierre-Yves Droz, Sam Lenius, Sean Noyce
21	96	Pierre-Yves Droz, Sam Lenius, Sean Noyce
22	97	Pierre-Yves Droz, Sam Lenius, Sean Noyce
23	98	Pierre-Yves Droz, Sam Lenius, Sean Noyce
24	99	Pierre-Yves Droz, Sam Lenius, Sean Noyce
25	100	Pierre-Yves Droz, Sam Lenius, Sean Noyce
26	101	Pierre-Yves Droz, Sam Lenius, Sean Noyce
27	102	Pierre-Yves Droz, Sam Lenius, Sean Noyce
28	103	Pierre-Yves Droz, Sam Lenius, Sean Noyce
	104	Pierre-Yves Droz, Sam Lenius, Sean Noyce
	105	Pierre-Yves Droz, Rahim Pardhan, Sean Noyce
	106	Pierre-Yves Droz
	107	Pierre-Yves Droz
	108	Dan McCloskey, Sasha Zbrozek
	109	Pierre-Yves Droz, Sam Lenius, Sean Noyce, Dan McCloskey, Sasha Zbrozek, and individuals identified in SVN server’s revision history
	110	Pierre-Yves Droz, Gaetan Pennecot, Anthony Levandowski, Dmitri Dolgov, Bryan Salesky
	111	Pierre-Yves Droz, Daniel Gruver, Luke Wachter, Drew Ulrich, Gaetan Pennecot, Dorel Ionut Iordache, Anthony Levandowski, Will McCann
	112	Pierre-Yves Droz
	113	Pierre-Yves Droz, Sam Lenius
	114	Pierre-Yves Droz, Blaise Gassend
	115	Pierre-Yves Droz, Daniel Gruver

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116	Pierre-Yves Droz, Mark Shand, Sam Lenius, Sean Noyce
117	Pierre-Yves Droz, Gaetan Pennecot
118	Pierre-Yves Droz, Blaise Gassend
119	Pierre-Yves Droz, Gaetan Pennecot
120	Pierre-Yves Droz, Gaetan Pennecot, Drew Ulrich, Dorel Ionut Iordache
121	Pierre-Yves Droz, Jonathan Dowdall, Christian Lauterbach

**INTERROGATORY NO. 6:**

Separately for each alleged Waymo trade secret identified in response to Interrogatory No. 1, describe how long it took and how much it cost to develop.

**RESPONSE TO INTERROGATORY NO. 6:**

Waymo incorporates by reference its General Objections. Waymo further objects to this interrogatory on the grounds that it is overbroad, unduly burdensome, and oppressive, including to the extent that it asks Waymo to respond “[s]eparately for each alleged Waymo trade secret.” Waymo further objects to this request to the extent it is compound, complex, and contains multiple subparts.

Subject to and without waiving the foregoing General and Specific Objections, Waymo responds as follows:

Waymo began developing its in-house LiDAR systems in 2011. Waymo’s development of its in-house LiDAR systems drew from development efforts of 510 Systems, led by engineer Pierre-Yves Droz. 510 Systems began developing a [REDACTED] LiDAR in 2009; by December 2010, these efforts had led to a prototype code-named “Little Bear” (“LBr”). In early summer 2011, 510 Systems began developing LiDAR systems for self-driving applications, building on the success of LBr. However, because of [REDACTED] that 510 Systems learned from its experience with LBr, 510 Systems proceeded with development of two distinct LiDAR designs: a LiDAR system for long ranges (“Papa Bear” or “PBr”) and a separate LiDAR system for medium ranges (“Mama Bear” or “MBr”). *See* Droz Decl. ¶¶ 5-7.

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1 In July 2011, Waymo acquired 510 Systems. Since the acquisition, Waymo’s LiDAR  
2 team has grown from 6 people when Waymo acquired 510 Systems to approximately [REDACTED] people  
3 today. *Id.* ¶ 7.

4 In 2011, Waymo’s self-driving cars were using an off-the-shelf LiDAR device (the  
5 Velodyne HDL64), which cost approximately \$70,000. Waymo spent years working on a variety  
6 of possible LiDAR designs that proved not to work. Waymo’s experience with these “dead-end”  
7 designs helped lead Waymo to the architecture now at the heart of its current LiDAR systems. *Id.*  
8 ¶ 10-12.

9 Designing and developing LiDAR systems is a difficult and time-consuming process that  
10 requires significant experience with using LiDAR systems for the desired application — in  
11 Waymo’s case, self-driving cars. Thanks to Waymo’s experience with self-driving cars dating  
12 back to 2009, Waymo had the knowledge required for optimizing LiDAR for self-driving car test  
13 scenarios. Optimization is difficult and time-consuming, as [REDACTED]  
14 [REDACTED] As discussed above, early on, Waymo  
15 realized that different LiDAR designs would be required to satisfy all the needed self-driving car  
16 test scenarios for different ranges.

17 For example, for long ranges, [REDACTED]  
18 [REDACTED] Early development of PBr involved [REDACTED]  
19 [REDACTED] — a solution that did not  
20 work. After trying several other designs and building several different prototypes of Papa Bear,  
21 Waymo began equipping its fleet (in [REDACTED] with version 5 of PBr, which was [REDACTED]  
22 [REDACTED] This limitation proved not to work for self-driving cars. Waymo  
23 thus iterated more designs of Papa Bear, eventually settling on the PBr design that it still uses on  
24 its self-driving fleet. Waymo is not aware of viable alternatives for long-range LiDAR. *See id.*  
25 ¶¶ 9-10.

26 Development of Waymo’s mid-range LiDAR system was equally, if not more, difficult,  
27 time-consuming, and expensive than development of PBr. In parallel with PBr design, beginning  
28 in 2011, Waymo worked on MBr, which [REDACTED] After more

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1 than a year of work on MBr, however, this design proved not to be viable for use in self-driving  
2 cars. Accordingly, in late 2012, Waymo decided to abandon MBr and came up with an entirely  
3 new design for a mid-range LiDAR, codenamed “Grizzly Bear” (or “GBr”). *See id.* ¶ 11.

4 Beginning in December 2012, Waymo began devoting many resources into developing the  
5 mid-range GBr LiDAR. GBr was a very different and innovative design made possible by all the  
6 know-how and technological capabilities Waymo’s LiDAR team had developed over several years  
7 of working on LiDAR systems. In contrast to commercially available LiDAR systems, such as the  
8 Velodyne system originally used by Waymo, GBr had many advantages: [REDACTED]

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED] *See id.*

12 ¶ 12.

13 One of GBr’s innovations was a design that it eventually patented: its use of a single lens  
14 — rather than multiple sets of lenses — to both transmit and receive the collection of laser beams  
15 used to scan the surrounding environment. Traditionally, a multi-beam LiDAR system used lens  
16 assemblies with multiple elements (such as one lens for the transmit side and another for the  
17 receive side), but this approach was not practical in a self-driving car LiDAR because of the  
18 significant size and cost of the system due to the complexity of manufacturing numerous complex  
19 lens elements. *See id.* ¶¶ 13-14. Waymo first pioneered its single-lens design in GBr. GBr’s  
20 single-lens design makes the focal plane curved, complicating the optical layout. Accordingly,  
21 Waymo developed many innovations, some patented and some maintained as trade secrets, to deal  
22 with the more complicated optical layout and allowed Waymo to get the small-size and low-cost  
23 benefits of a single-lens system. *See id.* ¶ 15.

24 In [REDACTED] Waymo rolled out the second generation of its mid-range LiDAR — GBr2.  
25 The GBr design (as refined in GBr2), was groundbreaking, as it significantly reduced the cost and  
26 size of the LiDAR system while increasing performance. To get to this point, it took Waymo two  
27 years from when it first set out to build an in-house mid-range LiDAR for self-driving car  
28 applications. Development of GBr2 required solving innumerable issues, which Waymo

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1 accomplished by devoting significant resources. The issues Waymo spent time and money  
2 resolving, and the solutions to those issues, are something a LiDAR designer not previously  
3 familiar with Waymo’s designs could not address in advance. *See id.* ¶¶ 17-18.

4 Through Waymo’s many months of design and development, Waymo finally switched  
5 from off-the-shelf Velodyne LiDAR systems to its in-house GBr2 LiDAR [REDACTED]  
6 [REDACTED], almost three years after Waymo first started developing its in-house mid-range LiDAR and  
7 approximately one year after Waymo first came up with the single-lens concept for GBr. *See id.*  
8 ¶ 19.

9 Waymo’s mid-range LiDAR development did not stop then. It continued spending time  
10 and resources on improving GBr2, leading to the current-generation of Waymo’s mid-range  
11 LiDAR, known internally as GBr3, which adds innovations onto the same foundation as GBr and  
12 GBr2, including [REDACTED]  
13 These arrangements were designed — based on Waymo’s years of testing, simulation,  
14 experimentation, and optimization for different test scenarios — for use in self-driving cars.  
15 These designs result in GBr3 [REDACTED]

16 [REDACTED]  
17 [REDACTED] *See id.* ¶ 20.

18 Waymo spent much time, effort, and resources developing GBr3. As just one example,  
19 Waymo’s trade secret [REDACTED]

20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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1 [REDACTED]  
2 [REDACTED] *See*  
3 *id.* ¶ 21.

4 Building on these insights, Waymo spent enormous time, simulation, and resources to  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED] [REDACTED]  
9 [REDACTED]  
10 [REDACTED] *See id.*  
11 ¶ 22.

12 In brief, Waymo’s LiDAR development efforts led to the replacement of the Velodyne  
13 HDL64 with an in-house LiDAR solution that was one third the size and one tenth the cost.  
14 Waymo’s research and development efforts into LiDAR technology also led to the creation of a  
15 new type of LiDAR to cover long-range perception needs with [REDACTED]  
16 [REDACTED] as well as a low-cost short-range LiDAR with [REDACTED]  
17 [REDACTED]. By [REDACTED] Waymo’s test fleet was equipped exclusively with  
18 Waymo’s in-house LiDAR systems.

19 Even after the success of Waymo’s in-house LiDAR designs, Waymo’s LiDAR research  
20 and development efforts are ongoing and have led to additional innovations, many maintained as  
21 trade secrets, beyond those incorporated into its PBr, GBr, and TBr LiDARs. For example,  
22 Waymo’s extensive experience driving using a fleet equipped with its proprietary LiDAR systems  
23 (which recently surpassed a total of 3 million miles, with 1 million miles driven from October  
24 2016 to May 2017) has led Waymo to realize that [REDACTED]

25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]

28



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1        These recent development efforts have resulted in several major improvements to  
 2        Waymo’s technology, most or all of which are maintained as trade secrets. For example, [REDACTED]

3        [REDACTED]  
 4        [REDACTED]  
 5        [REDACTED]  
 6        [REDACTED]  
 7        [REDACTED]  
 8        [REDACTED]  
 9        [REDACTED]  
 10       [REDACTED]  
 11       [REDACTED]  
 12       [REDACTED]

**FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 6:**

15        Waymo incorporates by reference its General Objections. Waymo further objects to this  
 16        request to the extent it is compound, complex, and contains multiple subparts.

17        Subject to and without waiving the foregoing General and Specific Objections, Waymo  
 18        responds as follows:

19        Waymo does not track “how long it took” and “how much it cost to develop” each of its  
 20        trade secrets separately in the ordinary course of business. With respect to documents evincing  
 21        how long it took to develop each of Waymo’s trade secrets, Waymo responds under Rule 33(d)  
 22        and incorporates by reference its response to Interrogatory No. 4, 5, as well as any and all  
 23        supplements thereto. In particular, Waymo intends to rely on those documents identified in  
 24        response to Interrogatory No. 4 to, in part, show the time and cost to develop its asserted trade  
 25        secrets. Waymo further intends to rely on knowledgeable witnesses identified in response to  
 26        Interrogatory No. 5 to testify regarding these subjects. Additional information regarding  
 27        Waymo’s response to this interrogatory can be found at WAYMO-UBER-00012830, WAYMO-  
 28        UBER-00014506, WAYMO-UBER-00027045, WAYMO-UBER-00027046, WAYMO-UBER-

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1 00014489, WAYMO-UBER-00013348, WAYMO-UBER-00014078 and WAYMO-UBER-  
2 00026471.

3 **Trade Secrets 1, 2, 3, 4, 6 and 39**

4 The total development work associated with Trade Secrets 1, 2, 3, 4, 6, and 39 took  
5 [REDACTED] Further detail regarding the timeline for the development of these trade  
6 secrets can be found in the documents identified in response to Interrogatory No. 4, which Waymo  
7 incorporates by reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not  
8 track costs on a trade secret by trade secret basis in the ordinary course of business, and the cost of  
9 developing Trade Secrets 1, 2, 3, 4, 6, and 39 will be the subject of expert testimony. Information  
10 potentially relevant to determining such cost estimates includes information that has been  
11 produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506, WAYMO-UBER-  
12 00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That information  
13 reflects that [REDACTED]

14 [REDACTED].

15 Waymo’s time and cost to develop trade secrets related to [REDACTED]  
16 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
17 [REDACTED]  
18 [REDACTED] For example, to develop  
19 Trade Secrets 1, 2, 3, 4, 6, and 39, Waymo spent considerable time and incurred substantial  
20 expense [REDACTED]

21 [REDACTED]  
22 [REDACTED] [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED] [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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1 considerable time and incurred significant expense [REDACTED]

2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]

12 Waymo provides these examples as context for its interrogatory response, even though  
13 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
14 complete description or analysis of its development efforts here.

15 **Trade Secret 46**

16 The total development work associated with Trade Secret 46 took [REDACTED]  
17 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
18 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
19 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
20 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
21 Trade Secret 46 will be the subject of expert testimony. Information potentially relevant to  
22 determining such cost estimates includes information that has been produced at WAYMO-UBER-  
23 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078  
24 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

25 [REDACTED]  
26 In assessing the time it took and how much it cost to develop trade secrets related to the  
27 [REDACTED]  
28 [REDACTED]

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1 [REDACTED] For example, to develop Trade Secret 46, Waymo  
2 spent considerable time and incurred substantial expense [REDACTED] [REDACTED] [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED] As another example, Waymo  
12 spent considerable time and incurred substantial expense [REDACTED]

13 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 Waymo provides these examples as context for its interrogatory response, even though  
18 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
19 complete description or analysis of its development efforts here.

**Trade Secret 62**

21 The total development work associated with Trade Secret 62 took [REDACTED]

22 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
23 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
24 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
25 Trade Secret 62 will be the subject of expert testimony. Information potentially relevant to  
26 determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-  
27 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-

28

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1 UBER-00014489. That information reflects [REDACTED]

2 [REDACTED]

3 In assessing the time it took and how much it cost to develop trade secrets related to [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED] For example, to develop Trade Secret 62, Waymo spent considerable time

7 and incurred substantial expense [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]. As another example, Waymo spent considerable time and incurred substantial expense

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 Waymo provides these examples as context for its interrogatory response, even though

23 such context is not called for by the interrogatory. Waymo does not purport to offer a full and

24 complete description or analysis of its development efforts here.

25 **Trade Secrets 75-80**

26 The total development work associated with Trade Secrets 75-80 took [REDACTED]

27 [REDACTED] Further detail regarding the timeline for the development of these trade secrets can be

28 found in the documents identified in response to Interrogatory No. 4. Waymo does not track costs

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1 on a trade secret by trade secret basis in the ordinary course of business, and the cost of  
 2 developing each of Trade Secrets 75-80 will be the subject of expert testimony. Information  
 3 potentially relevant to determining such cost estimates has been produced at WAYMO-UBER-  
 4 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
 5 00014078 and WAYMO-UBER-00014489. That information reflects [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 Waymo’s development of Trade Secrets 75-80 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 Waymo provides these examples as context for its interrogatory response, even though  
 23 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
 24 complete description or analysis of its development efforts here.

**Trade Secret 91**

26 The total development work associated with Trade Secret 91 took [REDACTED]

27 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
 28 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a

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1 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
2 Trade Secret 91 will be the subject of expert testimony. Information potentially relevant to  
3 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
4 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
5 UBER-00014489. That information reflects that [REDACTED]

6 [REDACTED]  
7 Waymo’s development of Trade Secret 91 [REDACTED]  
8 [REDACTED]  
9 [REDACTED] [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]

24 Waymo provides these examples as context for its interrogatory response, even though  
25 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
26 complete description or analysis of its development efforts here.

27 **Trade Secret 85**  
28

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1 The total development work associated with Trade Secret 85 took [REDACTED]  
2 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
3 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
4 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
5 Trade Secret 85 will be the subject of expert testimony. Information potentially relevant to  
6 determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-  
7 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
8 UBER-00014489. That information reflects that [REDACTED]

9 [REDACTED]  
10 Waymo’s development of Trade Secret 85 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]

16 Waymo provides these examples as context for its interrogatory response, even though  
17 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
18 complete description or analysis of its development efforts here.

**Trade Secrets 81-84**

19  
20 The total development work associated with Trade Secrets 81-84 took [REDACTED]  
21 [REDACTED] Further detail regarding the timeline for the development of these trade secrets can be  
22 found in the documents identified in response to Interrogatory No. 4. Waymo does not track costs  
23 on a trade secret by trade secret basis in the ordinary course of business, and the cost of  
24 developing each of Trade Secrets 81-84 will be the subject of expert testimony. Information  
25 potentially relevant to determining such cost estimates has been produced at WAYMO-UBER-  
26 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
27 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]  
28



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1 [REDACTED]  
2 [REDACTED]  
3 Waymo’s development of Trade Secrets 81-84 [REDACTED]  
4 [REDACTED]  
5 [REDACTED] [REDACTED]  
6 [REDACTED]  
7 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]

12 Waymo provides these examples as context for its interrogatory response, even though  
13 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
14 complete description or analysis of its development efforts here.

**Trade Secrets 86-88**

16 The total development work associated with Trade Secrets 86-88 took [REDACTED]  
17 [REDACTED] Further detail regarding the timeline for the development of these trade secrets can be  
18 found in the documents identified in response to Interrogatory No. 4. Waymo does not track costs  
19 on a trade secret by trade secret basis in the ordinary course of business, and the cost of  
20 developing each of Trade Secrets 81-84 will be the subject of expert testimony. Information  
21 potentially relevant to determining such cost estimates has been produced at WAYMO-UBER-  
22 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
23 00014078 and WAYMO-UBER-00014489. That information reflects [REDACTED] [REDACTED] [REDACTED]

24 [REDACTED]  
25 [REDACTED]

26 In assessing the time it took and how much it cost to develop trade secrets related to the  
27 [REDACTED]  
28 [REDACTED]

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1 For example, to develop Trade Secrets 86-88, Waymo spent considerable time and incurred  
2 substantial expense [REDACTED]

3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]

9 As another example, Waymo spent considerable time and incurred substantial expense [REDACTED]

10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]

15 Waymo provides these examples as context for its interrogatory response, even though  
16 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
17 complete description or analysis of its development efforts here.

**Trade Secret 90**

18  
19 Waymo’s development of Trade Secret 90 took [REDACTED]. Further detail  
20 regarding the timeline for the development of this trade secret can be found in the documents  
21 identified in response to Interrogatory No. 4. Waymo does not track costs on a trade secret by  
22 trade secret basis in the ordinary course of business, and the cost of developing Trade Secret 90  
23 will be the subject of expert testimony. Information potentially relevant to determining such cost  
24 estimate has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506,  
25 WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That  
26 information reflects that [REDACTED]

27 [REDACTED]  
28

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1 In assessing the time it took and how much it cost to develop [REDACTED]  
2 [REDACTED]  
3 [REDACTED] For example, to develop Trade  
4 Secret 90, Waymo spent considerable time and incurred substantial expense [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED] As another  
15 example, Waymo spent considerable time and incurred substantial expense [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

22 Waymo provides these examples as context for its interrogatory response, even though  
23 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
24 complete description or analysis of its development efforts here.

**25 Trade Secrets 94-99 and 103**

26 The total development work associated with Trade Secrets 94-99 and 103 took  
27 [REDACTED] Further detail regarding the timeline for the development of these trade  
28 secrets can be found in the documents identified in response to Interrogatory No. 4. Waymo does

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1 not track costs on a trade secret by trade secret basis in the ordinary course of business, and the  
2 cost of developing each of Trade Secrets 94-99 and 103 will be the subject of expert  
3 testimony. Information potentially relevant to determining such cost estimates has been produced  
4 at WAYMO-UBER-00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830,  
5 WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 In assessing the time it took and how much it cost to develop trade secrets related to [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED] For example, to develop Trade  
12 Secrets 94-99 and 103, Waymo spent considerable time and incurred substantial expense

13 [REDACTED]

14 [REDACTED]

15 [REDACTED] [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED] As another example, Waymo spent considerable time and incurred substantial  
22 expense [REDACTED]

23 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

24 [REDACTED]

25 [REDACTED] [REDACTED]

26 [REDACTED]

27 [REDACTED]

28 [REDACTED]

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1 Waymo provides these examples as context for its interrogatory response, even though  
2 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
3 complete description or analysis of its development efforts here.

**Trade Secret 104**

4  
5 The total development work associated with Trade Secret 104 took [REDACTED]  
6 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
7 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
8 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
9 Trade Secret 104 will be the subject of expert testimony. Information potentially relevant to  
10 determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-  
11 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
12 UBER-00014489. That information reflects that [REDACTED]

13 [REDACTED]  
14 [REDACTED]  
15 Waymo’s development of Trade Secret 104 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]

6 Waymo provides these examples as context for its interrogatory response, even though  
7 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
8 complete description or analysis of its development efforts here.

9 **Trade Secret 105**

10 The total development work associated with Trade Secret 105 took [REDACTED]  
11 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found  
12 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
13 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
14 Trade Secret 105 will be the subject of expert testimony. Information potentially relevant to  
15 determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-  
16 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
17 UBER-00014489. That information reflects that [REDACTED]

18 [REDACTED]  
19 [REDACTED]

20 Waymo’s development of Trade Secret 105 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]

8 Waymo provides these examples as context for its interrogatory response, even though  
9 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
10 complete description or analysis of its development efforts here.

11 **Trade Secret 106**

12 Waymo’s development of Trade Secret 106 took [REDACTED] Further detail  
13 regarding the timeline for the development of this trade secret can be found in the documents  
14 identified in response to Interrogatory No. 4. Waymo does not track costs on a trade secret by  
15 trade secret basis in the ordinary course of business, and the cost of developing Trade Secrets 106  
16 will be the subject of expert testimony. Information potentially relevant to determining such cost  
17 estimate has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506,  
18 WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That  
19 information reflects that [REDACTED]

20 [REDACTED]

21 Waymo’s development of Trade Secret 106 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]

11 Waymo provides these examples as context for its interrogatory response, even though  
12 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
13 complete description or analysis of its development efforts here.

14 **Trade Secret 107**

15 Waymo’s development of Trade Secret 107 took [REDACTED] Further detail  
16 regarding the timeline for the development of this trade secret can be found in the documents  
17 identified in response to Interrogatory No. 4. Waymo does not track costs on a trade secret by  
18 trade secret basis in the ordinary course of business, and the cost of developing Trade Secret 107  
19 will be the subject of expert testimony. Information potentially relevant to determining such cost  
20 estimates has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506,  
21 WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That  
22 information reflects that [REDACTED]

23 [REDACTED]

24 Waymo’s development of Trade Secret 107 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]



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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED] [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]

13 Waymo provides these examples as context for its interrogatory response, even though  
14 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
15 complete description or analysis of its development efforts here.

**16 Trade Secret 108**

17 Waymo’s development of Trade Secret 108 took [REDACTED] Further detail  
18 regarding the timeline for the development of this trade secret can be found in the documents  
19 identified in response to Interrogatory No. 4. Waymo does not track costs on a trade secret by  
20 trade secret basis in the ordinary course of business, and the cost of developing Trade Secret 108  
21 will be the subject of expert testimony. Information potentially relevant to determining such cost  
22 estimates has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506,  
23 WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That  
24 information reflects that [REDACTED]

25 [REDACTED]

26 Waymo’s development of Trade Secret 108 [REDACTED]  
27 [REDACTED]  
28 [REDACTED] [REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]

14 Waymo provides these examples as context for its interrogatory response, even though  
15 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
16 complete description or analysis of its development efforts here.

17 **Trade Secret 109**

18 The total development work associated with Trade Secret 109 took [REDACTED]  
19 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found  
20 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
21 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
22 Trade Secret 109 will be the subject of expert testimony. Information potentially relevant to  
23 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
24 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
25 UBER-00014489. That information reflects that [REDACTED]

26 [REDACTED]  
27 Waymo’s development of Trade Secret 109 [REDACTED]

28 [REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]

11 Waymo provides these examples as context for its interrogatory response, even though  
12 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
13 complete description or analysis of its development efforts here.

14 **Trade Secret 110**

15 The total development work associated with Trade Secret 110 took [REDACTED]  
16 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
17 in the documents identified in response to Interrogatory No. 4. Because Waymo does not track  
18 costs on a trade secret by trade secret basis in the ordinary course of business, the cost of  
19 developing Trade Secret 110 will be the subject of expert testimony. Information potentially  
20 relevant to determining such cost estimates has been produced at WAYMO-UBER-  
21 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
22 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

23 [REDACTED]  
24 [REDACTED]

25 In assessing the time it took and how much it cost to develop trade secrets related to [REDACTED]

26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED] For example, to develop Trade Secret 110,

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1 Waymo spent considerable time and incurred substantial expense [REDACTED]

2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]

10 [REDACTED] As another example, Waymo spent considerable time and incurred substantial  
11 expense [REDACTED] [REDACTED]

12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]

17 Waymo provides these examples as context for its interrogatory response, even though  
18 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
19 complete description or analysis of its development efforts here.

**Trade Secret 112**

20  
21 The total development work associated with Trade Secret 112 took [REDACTED]  
22 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found  
23 in the documents identified in response to Interrogatory No. 4. Because Waymo does not track  
24 costs on a trade secret by trade secret basis in the ordinary course of business, the cost of  
25 developing Trade Secret 112 will be the subject of expert testimony. Information potentially  
26 relevant to determining such cost estimates has been produced at WAYMO-UBER-  
27 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
28 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]

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1 [REDACTED]  
2 [REDACTED]

3 In assessing the time it took and how much it cost to develop trade secrets related to the

4 [REDACTED]  
5 [REDACTED]

6 [REDACTED] For example, to develop Trade Secret 112,  
7 Waymo spent considerable time and incurred substantial expense [REDACTED]

8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]

15 [REDACTED] As another  
16 example, Waymo spent considerable time and incurred substantial expense [REDACTED]

17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]

20 [REDACTED] Waymo provides these examples as context for its interrogatory response, even though  
21 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
22 complete description or analysis of its development efforts here. Waymo’s knowhow regarding  
23 this abandoned design is further informed by the knowledge learned and gained regarding cost,  
24 manufacturability, reliability and complexity for this type of LIDAR design.

25 **Trade Secret 113**

26 The total development work associated with Trade Secret 113 took [REDACTED]

27 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
28 in the documents identified in response to Interrogatory No. 4. Because Waymo does not track

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1 costs on a trade secret by trade secret basis in the ordinary course of business, the cost of  
2 developing Trade Secret 113 will be the subject of expert testimony. Information potentially  
3 relevant to determining such cost estimates has been produced at WAYMO-UBER-  
4 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
5 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 In assessing the time it took and how much it cost to develop trade secrets related to [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]. For example, to develop Trade Secret 113,

12 Waymo spent considerable time and incurred substantial expense [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED] As another

21 example, Waymo spent considerable time and incurred substantial expense [REDACTED]

22 [REDACTED] [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 [REDACTED]

28

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1 Waymo provides these examples as context for its interrogatory response, even though  
2 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
3 complete description or analysis of its development efforts here.

**Trade Secret 118**

4  
5 The total development work associated with Trade Secret 118 took [REDACTED]  
6 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
7 in the documents identified in response to Interrogatory No. 4. Because Waymo does not track  
8 costs on a trade secret by trade secret basis in the ordinary course of business, the cost of  
9 developing Trade Secret 118 will be the subject of expert testimony. Information potentially  
10 relevant to determining such cost estimates has been produced at WAYMO-UBER-  
11 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
12 00014078 and WAYMO-UBER-00014489. That information reflects [REDACTED] [REDACTED] [REDACTED]

13 [REDACTED]  
14 In assessing the time it took and how much it cost to develop trade secrets related to the  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED] For example, to develop Trade Secret 118,  
18 Waymo spent considerable time and incurred substantial expense [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]

26 [REDACTED] As another  
27 example, Waymo spent considerable time and incurred substantial expense [REDACTED]  
28 [REDACTED] [REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]

6 Waymo provides these examples as context for its interrogatory response, even though  
7 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
8 complete description or analysis of its development efforts here.

9 **Trade Secret 119**

10 The total development work associated with Trade Secret 119 took [REDACTED]  
11 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
12 in the documents identified in response to Interrogatory No. 4. Because Waymo does not track  
13 costs on a trade secret by trade secret basis in the ordinary course of business, the cost of  
14 developing Trade Secret 119 will be the subject of expert testimony. Information potentially  
15 relevant to determining such cost estimates has been produced at WAYMO-UBER-  
16 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
17 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]  
18 [REDACTED]

19 In assessing the time it took and how much it cost to develop trade secrets related to the  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED] For example, to develop Trade Secret 119,  
23 Waymo spent considerable time and incurred substantial expense [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]



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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]. As another  
4 example, Waymo spent considerable time and incurred substantial expense [REDACTED]

5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]

11 Waymo provides these examples as context for its interrogatory response, even though  
12 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
13 complete description or analysis of its development efforts here.

**Trade Secret 121**

14  
15 Waymo is investigating how long it took to develop Trade Secret 121. But, [REDACTED]

16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]

**Trade Secrets 92 and 93**

26  
27 The total development work associated with Trade Secrets 92 and 93 took [REDACTED]

28 [REDACTED] Further detail regarding the timeline for the development of these trade secrets can be

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1 found in the documents identified in response to Interrogatory No. 4. Because Waymo does not  
 2 track costs on a trade secret by trade secret basis in the ordinary course of business, the cost of  
 3 developing Trade Secrets 92 and 93 will be the subject of expert testimony. Information  
 4 potentially relevant to determining such cost estimates has been produced at WAYMO-UBER-  
 5 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
 6 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]

7 [REDACTED]  
 8 [REDACTED]  
 9 Waymo’s consideration and development of [REDACTED]

10 [REDACTED]  
 11 [REDACTED]  
 12 [REDACTED]  
 13 [REDACTED]  
 14 [REDACTED]  
 15 [REDACTED]  
 16 [REDACTED]  
 17 [REDACTED]  
 18 Waymo provides these examples as context for its interrogatory response, even though  
 19 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
 20 complete description or analysis of its development efforts here.

21 **Trade Secrets 9-10, 13-14, 38 and 117**

22 The total development work associated with Trade Secrets 9-10, 13-14, 38, and 117 took  
 23 [REDACTED] Further detail regarding the timeline for the development of these trade  
 24 secrets can be found in the documents identified in response to Interrogatory No. 4, which Waymo  
 25 incorporates by reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not  
 26 track costs on a trade secret by trade secret basis in the ordinary course of business, and the cost of  
 27 developing Trade Secrets 9-10, 13-14, 38, and 117 will be the subject of expert  
 28 testimony. Information potentially relevant to determining such cost estimates includes

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1 information that has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506,  
2 WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That  
3 information reflects that [REDACTED]

4 [REDACTED]  
5 [REDACTED]  
6 In assessing the time it took and how much it cost to develop trade secrets related to

7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED] For  
11 example, to develop Trade Secrets 9-10, 13-14, 38, and 117, Waymo spent considerable time and  
12 expense [REDACTED]

13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED] As another example, Waymo spent considerable time and  
23 expense [REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]

4 Waymo provides these examples as context for its interrogatory response, even though  
5 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
6 complete description or analysis of its development efforts here.

7 **Trade Secret 48**

8 The total development work associated with Trade Secret 48 took [REDACTED]  
9 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
10 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
11 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
12 Trade Secret 48 will be the subject of expert testimony. Information potentially relevant to  
13 determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-  
14 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
15 UBER-00014489. That information reflects that [REDACTED]

16 [REDACTED]  
17 [REDACTED]

18 In assessing the time it took and how much it cost to develop trade secrets related to the

19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]. For example, to develop Trade Secret 48, Waymo  
22 spent considerable time and incurred substantial expense [REDACTED] [REDACTED] [REDACTED]

23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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1 [REDACTED]  
2 [REDACTED] As another example, Waymo spent considerable time and  
3 incurred substantial expense [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]

8 Waymo provides these examples as context for its interrogatory response, even though  
9 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
10 complete description or analysis of its development efforts here.

**Trade Secret 120**

11  
12 The total development work associated with Trade Secret 120 took [REDACTED]  
13 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
14 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
15 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
16 Trade Secret 48 will be the subject of expert testimony. Information potentially relevant to  
17 determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-  
18 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
19 UBER-00014489. That information reflects that [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

22 Waymo’s development of Trade Secret 120 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]

6 Waymo provides these examples as context for its interrogatory response, even though  
7 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
8 complete description or analysis of its development efforts here.

9 **Trade Secret 111**

10 The total development work associated with Trade Secret 111 took [REDACTED]  
11 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
12 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
13 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
14 Trade Secret 111 will be the subject of expert testimony. Information potentially relevant to  
15 determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-  
16 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
17 UBER-00014489. That information reflects that [REDACTED]

18 [REDACTED]  
19 [REDACTED]

20 In assessing the time it took and how much it cost to develop trade secrets related to the  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]. For example, to develop Trade  
24 Secret 111, Waymo spent considerable time and incurred substantial expense [REDACTED]

25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED] As another example, Waymo spent considerable time and  
5 incurred substantial expense [REDACTED]

6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 Waymo provides these examples as context for its interrogatory response, even though  
10 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
11 complete description or analysis of its development efforts here.

**Trade Secrets 101 and 102**

12  
13 The total development work associated with Trade Secrets 102 and 103 took  
14 [REDACTED] Further detail regarding the timeline for the development of this trade  
15 secret can be found in the documents identified in response to Interrogatory No. 4. Waymo does  
16 not track costs on a trade secret by trade secret basis in the ordinary course of business, and the  
17 cost of developing Trade Secrets 102 and 103 will be the subject of expert testimony. Information  
18 potentially relevant to determining such cost estimate has been produced at WAYMO-UBER-  
19 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
20 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

21 [REDACTED]  
22 [REDACTED]  
23 Waymo’s development of Trade Secrets 101 and 102 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]

8 Waymo provides these examples as context for its interrogatory response, even though  
9 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
10 complete description or analysis of its development efforts here.

**Trade Secrets 7-8, 16, 19-20 and 43**

12 The total development work associated with Trade Secrets 7-8, 16, 19-20, and 43 took  
13 [REDACTED] Further detail regarding the timeline for the development of these trade  
14 secrets can be found in the documents identified in response to Interrogatory No. 4, which Waymo  
15 incorporates by reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not  
16 track costs on a trade secret by trade secret basis in the ordinary course of business, and the cost of  
17 developing Trade Secrets 7-8, 16, 19-20, and 43 will be the subject of expert  
18 testimony. Information potentially relevant to determining such cost estimate includes  
19 information that has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506,  
20 WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That  
21 information reflects [REDACTED]

22 [REDACTED]  
23 [REDACTED]  
24 In assessing the time it took and how much it cost to develop trade secrets related to  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]



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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]

7 Waymo provides these examples as context for its interrogatory response, even though  
8 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
9 complete description or analysis of its development efforts here.

10 **Trade Secret 49**

11 The total development work associated with Trade Secret 49 took [REDACTED]  
12 [REDACTED] Further detail regarding the timeline for the development of these trade secrets can be  
13 found in the documents identified in response to Interrogatory No. 4, which Waymo incorporates  
14 by reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
15 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
16 Trade Secret 49 will be the subject of expert testimony. Information potentially relevant to  
17 determining such cost estimate includes information that has been produced at WAYMO-UBER-  
18 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
19 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]

20 [REDACTED]  
21 [REDACTED]

22 Waymo’s development of Trade Secret 49, [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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1 Waymo provides these examples as context for its interrogatory response, even though  
2 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
3 complete description or analysis of its development efforts here.

**Trade Secret 15**

4  
5 Waymo’s Trade Secret 15 is a solution that Waymo developed to a problem that it  
6 encountered during LiDAR development. [REDACTED]

7 [REDACTED]  
8 [REDACTED]. Waymo  
9 additionally responds under 33(d) and incorporates by reference its response to Interrogatory  
10 4. Waymo’s cost to develop this trade secret will be the subject of expert testimony.

**Trade Secret 17**

11  
12 Waymo’s Trade Secret 17 is a solution that Waymo developed to a problem that it  
13 encountered during LiDAR development. [REDACTED]

14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED] Waymo additionally responds under 33(d) and incorporates by reference its response to  
17 Interrogatory 4. Waymo’s cost to develop this trade secret will be the subject of expert testimony.

**Trade Secret 42**

18  
19 Waymo’s Trade Secret 42 is a solution that Waymo developed to a problem that it  
20 encountered during LiDAR development. [REDACTED]

21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]. Waymo additionally responds under 33(d) and incorporates by reference its response to  
24 Interrogatory 4. Waymo’s cost to develop this trade secret will be the subject of expert testimony.

**Trade Secrets 63 and 89**

25  
26 Waymo’s Trade Secrets 63 and 89 represent a solution that Waymo developed to a  
27 problem that it encountered during LiDAR development. [REDACTED]

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1 [REDACTED]  
2 [REDACTED] Waymo additionally responds under 33(d) and incorporates  
3 by reference its response to Interrogatory 4. Waymo’s cost to develop this trade secret will be the  
4 subject of expert testimony.

**Trade Secret 114**

6 Waymo’s Trade Secret 114 is a solution that Waymo developed to a problem that it  
7 encountered during LiDAR development. [REDACTED]  
8 [REDACTED]  
9 [REDACTED]

10 [REDACTED] Waymo additionally responds under 33(d) and  
11 incorporates by reference its response to Interrogatory 4. Waymo’s cost to develop this trade  
12 secret will be the subject of expert testimony.

**Trade Secret 115**

14 Waymo’s Trade Secret 115 is a solution that Waymo developed to a problem that it  
15 encountered during LiDAR development. [REDACTED]  
16 [REDACTED]  
17 [REDACTED]

18 [REDACTED] Waymo additionally responds under 33(d) and incorporates by reference its  
19 response to Interrogatory 4. Waymo’s cost to develop this trade secret will be the subject of  
20 expert testimony.

**Trade Secret 116**

22 Waymo’s Trade Secret 116 is a solution that Waymo developed to a problem that it  
23 encountered during LiDAR development. [REDACTED]  
24 [REDACTED]  
25 [REDACTED] [REDACTED]

26 [REDACTED] Waymo’s cost to develop this trade secret will be the  
27 subject of expert testimony.  
28

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1 Discovery is ongoing and Waymo reserves the right to supplement this response after  
2 further discovery and investigation.

3  
4 **SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 6:**

5 Waymo incorporates by reference its General Objections. Waymo further objects to this  
6 request to the extent it is compound, complex, and contains multiple subparts.

7 Subject to and without waiving the foregoing General and Specific Objections, Waymo  
8 responds as follows:

9 Waymo does not track “how long it took” and “how much it cost to develop” each of its  
10 trade secrets separately in the ordinary course of business. With respect to documents evincing  
11 how long it took to develop each of Waymo’s trade secrets, Waymo responds under Rule 33(d)  
12 and incorporates by reference its response to Interrogatory No. 4, 5, as well as any and all  
13 supplements thereto. In particular, Waymo intends to rely on those documents identified in  
14 response to Interrogatory No. 4 to, in part, show the time and cost to develop its asserted trade  
15 secrets. Waymo further intends to rely on knowledgeable witnesses identified in response to  
16 Interrogatory No. 5 to testify regarding these subjects. Additional information regarding  
17 Waymo’s response to this interrogatory can be found at WAYMO-UBER-00012830, WAYMO-  
18 UBER-00014506, WAYMO-UBER-00027045, WAYMO-UBER-00027046, WAYMO-UBER-  
19 00014489, WAYMO-UBER-00013348, WAYMO-UBER-00014078 and WAYMO-UBER-  
20 00026471.

21 **Trade Secret 1**

22 The total development work associated with Trade Secret 1 took [REDACTED]  
23 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
24 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
25 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
26 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
27 Trade Secret 1 will be the subject of expert testimony. Information potentially relevant to  
28 determining such cost estimates includes information that has been produced at WAYMO-UBER-

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1 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078  
2 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

3 [REDACTED]  
4 Waymo’s time and cost to develop trade secrets related to [REDACTED]

5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED] For example, to develop Trade Secret 1,  
8 Waymo spent considerable time and incurred substantial expense [REDACTED]

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED] As  
17 another example, Waymo spent considerable time and incurred significant expense [REDACTED]

18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28

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1 Waymo provides these examples as context for its interrogatory response, even though  
2 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
3 complete description or analysis of its development efforts here.

**Trade Secret 2**

4  
5 The total development work associated with Trade Secret 2 took [REDACTED]  
6 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
7 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
8 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
9 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
10 Trade Secret 2 will be the subject of expert testimony. Information potentially relevant to  
11 determining such cost estimates includes information that has been produced at WAYMO-UBER-  
12 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078  
13 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

14 [REDACTED]  
15 Waymo’s time and cost to develop trade secrets related to [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED] For example, to develop Trade Secret 2, Waymo  
19 spent considerable time and incurred substantial expense [REDACTED] [REDACTED] [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]

27 [REDACTED] As another  
28 example, Waymo spent considerable time and incurred significant expense [REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED] [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED] [REDACTED]  
9 [REDACTED]  
10 [REDACTED]

11 Waymo provides these examples as context for its interrogatory response, even though  
12 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
13 complete description or analysis of its development efforts here.

**Trade Secret 3**

14  
15 The total development work associated with Trade Secret 3 took [REDACTED]  
16 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
17 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
18 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
19 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
20 Trade Secret 3 will be the subject of expert testimony. Information potentially relevant to  
21 determining such cost estimates includes information that has been produced at WAYMO-UBER-  
22 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078  
23 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

24 [REDACTED]

25 Waymo’s time and cost to develop trade secrets related to [REDACTED]

26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED] For example, to develop Trade Secret 3, Waymo

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1 spent considerable time and incurred substantial expense [REDACTED] [REDACTED] [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED] As another  
10 example, Waymo spent considerable time and incurred significant expense [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED] [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED] [REDACTED]  
19 [REDACTED]  
20 [REDACTED]

21 Waymo provides these examples as context for its interrogatory response, even though  
22 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
23 complete description or analysis of its development efforts here.

**Trade Secret 4**

24  
25 The total development work associated with Trade Secret 4 took [REDACTED]  
26 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
27 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
28 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a



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1 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
2 Trade Secret 4 will be the subject of expert testimony. Information potentially relevant to  
3 determining such cost estimates includes information that has been produced at WAYMO-UBER-  
4 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078  
5 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

6 [REDACTED]  
7 Waymo’s time and cost to develop trade secrets related to [REDACTED]

8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED] For example, to develop Trade Secret 4,  
11 Waymo spent considerable time and incurred substantial expense [REDACTED]

12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED] As  
20 another example, Waymo spent considerable time and incurred significant expense [REDACTED]

21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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1 [REDACTED]

2 [REDACTED]

3 Waymo provides these examples as context for its interrogatory response, even though  
4 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
5 complete description or analysis of its development efforts here.

6 **Trade Secret 6**

7 The total development work associated with Trade Secret 6 took [REDACTED]

8 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
9 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
10 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
11 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
12 Trade Secret 6 will be the subject of expert testimony. Information potentially relevant to  
13 determining such cost estimates includes information that has been produced at WAYMO-UBER-  
14 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078  
15 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

16 [REDACTED]

17 Waymo’s time and cost to develop trade secrets related to [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED] For example, to develop

21 Trade Secret 6, Waymo spent considerable time and incurred substantial expense [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED] [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 [REDACTED] [REDACTED]

28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED] As another example, Waymo spent considerable time and  
3 incurred significant expense [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED] [REDACTED]  
7 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
8 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]

14 Waymo provides these examples as context for its interrogatory response, even though  
15 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
16 complete description or analysis of its development efforts here.

**Trade Secret 39**

17  
18 The total development work associated with Trade Secret 39 took [REDACTED]  
19 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
20 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
21 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
22 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
23 Trade Secret 39 will be the subject of expert testimony. Information potentially relevant to  
24 determining such cost estimates includes information that has been produced at WAYMO-UBER-  
25 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078  
26 and WAYMO-UBER-00014489. That information reflects that [REDACTED]  
27 [REDACTED]  
28

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 Waymo’s time and cost to develop trade secrets related to [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED] For example, to  
5 develop Trade Secret 39, Waymo spent considerable time and incurred substantial expense  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED] [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED] As another example, Waymo spent considerable time and  
15 incurred significant expense [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED] [REDACTED]  
19 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
20 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]

26 Waymo provides these examples as context for its interrogatory response, even though  
27 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
28 complete description or analysis of its development efforts here.

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY****Trade Secret 46**

The total development work associated with Trade Secret 46 took [REDACTED]

[REDACTED] Further detail regarding the timeline for the development of this trade secret can be found in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a trade secret by trade secret basis in the ordinary course of business, and the cost of developing Trade Secret 46 will be the subject of expert testimony. Information potentially relevant to determining such cost estimates includes information that has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

In assessing the time it took and how much it cost to develop trade secrets related to the

[REDACTED] For example, to develop Trade Secret 46, Waymo spent considerable time and incurred substantial expense [REDACTED]

[REDACTED] As another example, Waymo spent considerable time and incurred substantial expense [REDACTED]

[REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 Waymo provides these examples as context for its interrogatory response, even though  
4 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
5 complete description or analysis of its development efforts here.

**Trade Secret 62**

6  
7 The total development work associated with Trade Secret 62 took [REDACTED]  
8 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
9 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
10 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
11 Trade Secret 62 will be the subject of expert testimony. Information potentially relevant to  
12 determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-  
13 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
14 UBER-00014489. That information reflects that [REDACTED]  
15 [REDACTED]

16 In assessing the time it took and how much it cost to develop trade secrets related to the  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED] For example, to develop Trade Secret 62, Waymo spent considerable time  
20 and incurred substantial expense [REDACTED]  
21 [REDACTED]  
22 [REDACTED] [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED] [REDACTED]  
26 [REDACTED]  
27 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED] As another example, Waymo spent considerable time and incurred substantial expense

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 Waymo provides these examples as context for its interrogatory response, even though  
8 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
9 complete description or analysis of its development efforts here.

10 **Trade Secret 75**

11 The total development work associated with Trade Secret 75 took [REDACTED]  
12 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found  
13 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
14 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
15 Trade Secret 75 will be the subject of expert testimony. Information potentially relevant to  
16 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
17 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
18 UBER-00014489. That information reflects that [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 Waymo’s development of Trade Secret 75, which relates to [REDACTED]

22 [REDACTED]

23 [REDACTED] [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 [REDACTED]

28 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]

7 Waymo provides these examples as context for its interrogatory response, even though  
8 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
9 complete description or analysis of its development efforts here.

10 **Trade Secret 76**

11 The total development work associated with Trade Secret 76 took [REDACTED]  
12 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
13 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
14 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
15 Trade Secret 76 will be the subject of expert testimony. Information potentially relevant to  
16 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
17 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
18 UBER-00014489. That information reflects that [REDACTED]

19 [REDACTED]  
20 [REDACTED]

21 Waymo’s development of Trade Secret 76, which relates to [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]



**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]

7 Waymo provides these examples as context for its interrogatory response, even though  
8 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
9 complete description or analysis of its development efforts here.

10 **Trade Secret 77**

11 The total development work associated with Trade Secret 77 took [REDACTED]  
12 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
13 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
14 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
15 Trade Secret 77 will be the subject of expert testimony. Information potentially relevant to  
16 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
17 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
18 UBER-00014489. That information reflects that [REDACTED]

19 [REDACTED]  
20 [REDACTED]

21 Waymo’s development of Trade Secret 77, which relates to [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]

7 Waymo provides these examples as context for its interrogatory response, even though  
8 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
9 complete description or analysis of its development efforts here.

10 **Trade Secret 78**

11 The total development work associated with Trade Secret 78 took [REDACTED]  
12 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
13 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
14 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
15 Trade Secret 78 will be the subject of expert testimony. Information potentially relevant to  
16 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
17 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
18 UBER-00014489. That information reflects that [REDACTED]

19 [REDACTED]  
20 [REDACTED]

21 Waymo’s development of Trade Secret 78, which relates to [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED] [REDACTED]  
6 [REDACTED]

7 Waymo provides these examples as context for its interrogatory response, even though  
8 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
9 complete description or analysis of its development efforts here.

10 **Trade Secret 79**

11 The total development work associated with Trade Secret 79 took [REDACTED]  
12 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
13 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
14 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
15 Trade Secret 79 will be the subject of expert testimony. Information potentially relevant to  
16 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
17 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
18 UBER-00014489. That information reflects that [REDACTED]

19 [REDACTED]  
20 [REDACTED]

21 Waymo’s development of Trade Secret 79, which relates to [REDACTED]  
22 [REDACTED]  
23 [REDACTED] [REDACTED]  
24 [REDACTED]  
25 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]

7 Waymo provides these examples as context for its interrogatory response, even though  
8 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
9 complete description or analysis of its development efforts here.

**Trade Secret 80**

10  
11 The total development work associated with Trade Secret 80 took [REDACTED]  
12 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
13 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
14 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
15 Trade Secret 80 will be the subject of expert testimony. Information potentially relevant to  
16 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
17 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
18 UBER-00014489. That information reflects that [REDACTED]

19 [REDACTED]  
20 [REDACTED]

21 Waymo’s development of Trade Secret 80, which relates to [REDACTED]

22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]

7 Waymo provides these examples as context for its interrogatory response, even though  
8 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
9 complete description or analysis of its development efforts here.

10 **Trade Secret 91**

11 The total development work associated with Trade Secret 91 took [REDACTED]  
12 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
13 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
14 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
15 Trade Secret 91 will be the subject of expert testimony. Information potentially relevant to  
16 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
17 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
18 UBER-00014489. That information reflects that [REDACTED]

19 [REDACTED]  
20 Waymo’s development of Trade Secret 91 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]

9 Waymo provides these examples as context for its interrogatory response, even though  
10 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
11 complete description or analysis of its development efforts here.

**Trade Secret 85**

13 The total development work associated with Trade Secret 85 took [REDACTED]  
14 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
15 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
16 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
17 Trade Secret 85 will be the subject of expert testimony. Information potentially relevant to  
18 determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-  
19 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
20 UBER-00014489. That information reflects that [REDACTED]  
21 [REDACTED].

22 Waymo’s development of Trade Secret 85 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 Waymo provides these examples as context for its interrogatory response, even though  
2 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
3 complete description or analysis of its development efforts here.

**Trade Secret 81**

4  
5 The total development work associated with Trade Secret 81 took [REDACTED]  
6 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
7 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
8 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
9 Trade Secret 81 will be the subject of expert testimony. Information potentially relevant to  
10 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
11 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
12 UBER-00014489. That information reflects that [REDACTED]

13 [REDACTED]  
14 [REDACTED]  
15 Waymo’s development of Trade Secret 81, which relates to [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]

24 Waymo provides these examples as context for its interrogatory response, even though  
25 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
26 complete description or analysis of its development efforts here.

**Trade Secret 82**

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1 The total development work associated with Trade Secret 82 took [REDACTED]  
2 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
3 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
4 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
5 Trade Secret 82 will be the subject of expert testimony. Information potentially relevant to  
6 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
7 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
8 UBER-00014489. That information reflects that [REDACTED]

9 [REDACTED]  
10 [REDACTED]  
11 Waymo’s development of Trade Secret 82, which relates to [REDACTED]  
12 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
13 [REDACTED] [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]

20 Waymo provides these examples as context for its interrogatory response, even though  
21 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
22 complete description or analysis of its development efforts here.

**Trade Secret 83**

23  
24 The total development work associated with Trade Secret 83 took [REDACTED]  
25 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
26 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
27 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
28 Trade Secret 83 will be the subject of expert testimony. Information potentially relevant to



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1 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
2 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
3 UBER-00014489. That information reflects that [REDACTED]

4 [REDACTED]  
5 [REDACTED]  
6 Waymo’s development of Trade Secret 83, which relates to [REDACTED]

7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 Waymo provides these examples as context for its interrogatory response, even though  
16 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
17 complete description or analysis of its development efforts here.

18 **Trade Secret 84**

19 The total development work associated with Trade Secret 84 took [REDACTED]  
20 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
21 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
22 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
23 Trade Secret 84 will be the subject of expert testimony. Information potentially relevant to  
24 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
25 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
26 UBER-00014489. That information reflects that [REDACTED]

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1 Waymo’s development of Trade Secret 84, which relates to [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 Waymo provides these examples as context for its interrogatory response, even though

11 such context is not called for by the interrogatory. Waymo does not purport to offer a full and

12 complete description or analysis of its development efforts here.

13 **Trade Secret 86**

14 The total development work associated with Trade Secret 86 took [REDACTED]

15 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found

16 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a

17 trade secret by trade secret basis in the ordinary course of business, and the cost of developing

18 Trade Secret 86 will be the subject of expert testimony. Information potentially relevant to

19 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-

20 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-

21 UBER-00014489. That information reflects that [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 In assessing the time it took and how much it cost to develop trade secrets related to the

25 [REDACTED]

26 [REDACTED]

27 [REDACTED] For example, to develop Trade Secret 86, Waymo spent considerable time and

28 incurred substantial expense [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]. As another example, Waymo spent considerable time and  
8 incurred substantial expense [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]

14 Waymo provides these examples as context for its interrogatory response, even though  
15 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
16 complete description or analysis of its development efforts here.

**Trade Secret 87**

17  
18 The total development work associated with Trade Secret 87 took [REDACTED]  
19 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found  
20 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
21 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
22 Trade Secret 87 will be the subject of expert testimony. Information potentially relevant to  
23 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
24 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
25 UBER-00014489. That information reflects that [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 In assessing the time it took and how much it cost to develop trade secrets related to the  
 2 [REDACTED]  
 3 [REDACTED] For  
 4 example, to develop Trade Secret 87, Waymo spent considerable time and incurred substantial  
 5 expense [REDACTED]

6 [REDACTED]  
 7 [REDACTED]  
 8 [REDACTED]  
 9 [REDACTED]  
 10 [REDACTED]  
 11 [REDACTED] As another  
 12 example, Waymo spent considerable time and incurred substantial expense [REDACTED]

13 [REDACTED]  
 14 [REDACTED]  
 15 [REDACTED]  
 16 [REDACTED]  
 17 [REDACTED]

18 Waymo provides these examples as context for its interrogatory response, even though  
 19 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
 20 complete description or analysis of its development efforts here.

**Trade Secret 88**

21  
 22 The total development work associated with Trade Secret 88 took [REDACTED]  
 23 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
 24 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
 25 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
 26 Trade Secret 88 will be the subject of expert testimony. Information potentially relevant to  
 27 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
 28 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-

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1 UBER-00014489. That information reflects that [REDACTED]

2 [REDACTED]  
3 [REDACTED]  
4 In assessing the time it took and how much it cost to develop trade secrets related to the  
5 [REDACTED]  
6 [REDACTED]. For  
7 example, to develop Trade Secret 88, Waymo spent considerable time and incurred substantial  
8 expense [REDACTED]

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED] As  
15 another example, Waymo spent considerable time and incurred substantial expense [REDACTED]

16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 Waymo provides these examples as context for its interrogatory response, even though  
22 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
23 complete description or analysis of its development efforts here.

**Trade Secret 90**

24  
25 Waymo’s development of Trade Secret 90 took [REDACTED] Further detail  
26 regarding the timeline for the development of this trade secret can be found in the documents  
27 identified in response to Interrogatory No. 4. Waymo does not track costs on a trade secret by  
28 trade secret basis in the ordinary course of business, and the cost of developing Trade Secret 90

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1 will be the subject of expert testimony. Information potentially relevant to determining such cost  
2 estimate has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506,  
3 WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That  
4 information reflects that [REDACTED]

5 [REDACTED]  
6 In assessing the time it took and how much it cost to develop [REDACTED]

7 [REDACTED]  
8 [REDACTED] For example, to develop Trade  
9 Secret 90, Waymo spent considerable time and incurred substantial expense [REDACTED]

10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED] As another  
20 example, Waymo spent considerable time and incurred substantial expense [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 Waymo provides these examples as context for its interrogatory response, even though  
2 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
3 complete description or analysis of its development efforts here.

**Trade Secret 94**

4  
5 The total development work associated with Trade Secret 94 took [REDACTED]  
6 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
7 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
8 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
9 Trade Secret 94 will be the subject of expert testimony. Information potentially relevant to  
10 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
11 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
12 UBER-00014489. That information reflects that [REDACTED]  
13 [REDACTED]

14 In assessing the time it took and how much it cost to develop trade secrets related to the  
15 [REDACTED]  
16 [REDACTED]

17 [REDACTED] For example, to develop Trade Secret 94, Waymo spent considerable time and  
18 incurred substantial expense [REDACTED]  
19 [REDACTED]  
20 [REDACTED] [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED] [REDACTED]  
24 [REDACTED]

25 [REDACTED] As another example, Waymo  
26 spent considerable time and incurred substantial expense [REDACTED]  
27 [REDACTED] [REDACTED]  
28 [REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]

5 Waymo provides these examples as context for its interrogatory response, even though  
6 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
7 complete description or analysis of its development efforts here.

8 **Trade Secret 95**

9 The total development work associated with Trade Secret 95 took [REDACTED]  
10 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
11 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
12 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
13 Trade Secret 95 will be the subject of expert testimony. Information potentially relevant to  
14 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
15 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
16 UBER-00014489. That information reflects that [REDACTED]

17 [REDACTED]  
18 In assessing the time it took and how much it cost to develop trade secrets related to the

19 [REDACTED]  
20 [REDACTED]

21 [REDACTED] For example, to develop Trade Secret 95, Waymo spent considerable time and  
22 incurred substantial expense [REDACTED]

23 [REDACTED]  
24 [REDACTED] [REDACTED]

25 [REDACTED]  
26 [REDACTED]

27 [REDACTED] [REDACTED]  
28 [REDACTED]



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1 [REDACTED] [REDACTED] As another example,  
2 Waymo spent considerable time and incurred substantial expense [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]

9 Waymo provides these examples as context for its interrogatory response, even though  
10 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
11 complete description or analysis of its development efforts here.

**Trade Secret 96**

12  
13 The total development work associated with Trade Secret 96 took [REDACTED]  
14 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
15 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
16 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
17 Trade Secret 96 will be the subject of expert testimony. Information potentially relevant to  
18 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
19 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
20 UBER-00014489. That information reflects that [REDACTED]

21 [REDACTED]  
22 In assessing the time it took and how much it cost to develop trade secrets related to the

23 [REDACTED]  
24 [REDACTED]

25 [REDACTED] For example, to develop Trade Secret 96, Waymo spent considerable time and  
26 incurred substantial expense [REDACTED]

27 [REDACTED]  
28 [REDACTED] [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED] [REDACTED]  
4 [REDACTED]  
5 [REDACTED] As another example, Waymo  
6 spent considerable time and incurred substantial expense [REDACTED]  
7 [REDACTED] [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]

13 Waymo provides these examples as context for its interrogatory response, even though  
14 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
15 complete description or analysis of its development efforts here.

**Trade Secret 97**

16  
17 The total development work associated with Trade Secret 97 took [REDACTED]  
18 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
19 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
20 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
21 Trade Secret 97 will be the subject of expert testimony. Information potentially relevant to  
22 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
23 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
24 UBER-00014489. That information reflects that [REDACTED]  
25 [REDACTED]

26 In assessing the time it took and how much it cost to develop trade secrets related to the  
27 [REDACTED]  
28 [REDACTED]

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1 [REDACTED] For example, to develop Trade Secret 97, Waymo spent considerable time and  
 2 incurred substantial expense [REDACTED]

3 [REDACTED]

4 [REDACTED] [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED] [REDACTED]

8 [REDACTED]

9 [REDACTED] As another example, Waymo

10 spent considerable time and incurred substantial expense [REDACTED]

11 [REDACTED] [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED].

17 Waymo provides these examples as context for its interrogatory response, even though  
 18 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
 19 complete description or analysis of its development efforts here.

**Trade Secret 98**

21 The total development work associated with Trade Secret 98 took [REDACTED]

22 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
 23 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
 24 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
 25 Trade Secret 98 will be the subject of expert testimony. Information potentially relevant to  
 26 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
 27 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-

28

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1 UBER-00014489. That information reflects that [REDACTED]  
 2 [REDACTED]

3 In assessing the time it took and how much it cost to develop trade secrets related to the  
 4 [REDACTED]  
 5 [REDACTED]

6 [REDACTED] For example, to develop Trade Secret 98, Waymo spent considerable time and  
 7 incurred substantial expense [REDACTED]  
 8 [REDACTED]  
 9 [REDACTED] [REDACTED]  
 10 [REDACTED]  
 11 [REDACTED]  
 12 [REDACTED] [REDACTED]  
 13 [REDACTED]

14 [REDACTED] As another example, Waymo  
 15 spent considerable time and incurred substantial expense [REDACTED]  
 16 [REDACTED] [REDACTED]  
 17 [REDACTED]  
 18 [REDACTED]  
 19 [REDACTED]  
 20 [REDACTED]  
 21 [REDACTED]

22 Waymo provides these examples as context for its interrogatory response, even though  
 23 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
 24 complete description or analysis of its development efforts here.

**Trade Secret 99**

26 The total development work associated with Trade Secret 99 took [REDACTED]  
 27 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
 28 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a

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1 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
2 Trade Secret 99 will be the subject of expert testimony. Information potentially relevant to  
3 determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-  
4 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
5 UBER-00014489. That information reflects that [REDACTED]

6 [REDACTED]  
7 In assessing the time it took and how much it cost to develop trade secrets related to the  
8 [REDACTED]  
9 [REDACTED]

10 [REDACTED] For example, to develop Trade Secret 99, Waymo spent considerable time and  
11 incurred substantial expense [REDACTED]  
12 [REDACTED]  
13 [REDACTED] [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED] [REDACTED]  
17 [REDACTED]  
18 [REDACTED] As another example, Waymo  
19 spent considerable time and incurred substantial expense [REDACTED]  
20 [REDACTED] [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]

26 Waymo provides these examples as context for its interrogatory response, even though  
27 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
28 complete description or analysis of its development efforts here.

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY****Trade Secret 103**

The total development work associated with Trade Secret 103 took [REDACTED]

[REDACTED] Further detail regarding the timeline for the development of this trade secret can be found in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a trade secret by trade secret basis in the ordinary course of business, and the cost of developing Trade Secret 103 will be the subject of expert testimony. Information potentially relevant to determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

In assessing the time it took and how much it cost to develop trade secrets related to [REDACTED]

For example, to develop Trade Secret 103, Waymo spent considerable time and incurred substantial expense [REDACTED]

[REDACTED] As another example, Waymo spent considerable time and incurred substantial expense [REDACTED]

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1 [REDACTED]

2 [REDACTED]

3 Waymo provides these examples as context for its interrogatory response, even though  
4 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
5 complete description or analysis of its development efforts here.

6 **Trade Secret 104**

7 The total development work associated with Trade Secret 104 took [REDACTED]

8 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
9 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
10 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
11 Trade Secret 104 will be the subject of expert testimony. Information potentially relevant to  
12 determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-  
13 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
14 UBER-00014489. That information reflects that [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 Waymo’s development of Trade Secret 104 [REDACTED]

18 [REDACTED]

19 [REDACTED] [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED] [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 [REDACTED]

28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]

8 Waymo provides these examples as context for its interrogatory response, even though  
9 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
10 complete description or analysis of its development efforts here.

11 **Trade Secret 105**

12 The total development work associated with Trade Secret 105 took [REDACTED]  
13 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
14 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
15 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
16 Trade Secret 105 will be the subject of expert testimony. Information potentially relevant to  
17 determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-  
18 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
19 UBER-00014489. That information reflects that [REDACTED]

20 [REDACTED]  
21 [REDACTED]

22 Waymo’s development of Trade Secret 105 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]



**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]

10 Waymo provides these examples as context for its interrogatory response, even though  
11 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
12 complete description or analysis of its development efforts here.

13 **Trade Secret 106**

14 Waymo’s development of Trade Secret 106 took [REDACTED] Further detail  
15 regarding the timeline for the development of this trade secret can be found in the documents  
16 identified in response to Interrogatory No. 4. Waymo does not track costs on a trade secret by  
17 trade secret basis in the ordinary course of business, and the cost of developing Trade Secrets 106  
18 will be the subject of expert testimony. Information potentially relevant to determining such cost  
19 estimate has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506,  
20 WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That  
21 information reflects that [REDACTED]

22 [REDACTED]

23 Waymo’s development of Trade Secret 106 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]

13 Waymo provides these examples as context for its interrogatory response, even though  
14 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
15 complete description or analysis of its development efforts here.

16 **Trade Secret 107**

17 Waymo’s development of Trade Secret 107 took [REDACTED] Further detail  
18 regarding the timeline for the development of this trade secret can be found in the documents  
19 identified in response to Interrogatory No. 4. Waymo does not track costs on a trade secret by  
20 trade secret basis in the ordinary course of business, and the cost of developing Trade Secret 107  
21 will be the subject of expert testimony. Information potentially relevant to determining such cost  
22 estimates has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506,  
23 WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That  
24 information reflects that [REDACTED]

25 [REDACTED]

26 Waymo’s development of Trade Secret 107 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]

15 Waymo provides these examples as context for its interrogatory response, even though  
16 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
17 complete description or analysis of its development efforts here.

**18 Trade Secret 108**

19 Waymo’s development of Trade Secret 108 took [REDACTED]. Further detail  
20 regarding the timeline for the development of this trade secret can be found in the documents  
21 identified in response to Interrogatory No. 4. Waymo does not track costs on a trade secret by  
22 trade secret basis in the ordinary course of business, and the cost of developing Trade Secret 108  
23 will be the subject of expert testimony. Information potentially relevant to determining such cost  
24 estimates has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506,  
25 WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That  
26 information reflects that [REDACTED]

27 [REDACTED]  
28

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Waymo’s development of Trade Secret 108 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Waymo provides these examples as context for its interrogatory response, even though such context is not called for by the interrogatory. Waymo does not purport to offer a full and complete description or analysis of its development efforts here.

**Trade Secret 109**

The total development work associated with Trade Secret 109 took [REDACTED]

[REDACTED] Further detail regarding the timeline for the development of this trade secret can be found in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a trade secret by trade secret basis in the ordinary course of business, and the cost of developing Trade Secret 109 will be the subject of expert testimony. Information potentially relevant to determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-

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1 UBER-00014489. That information reflects that [REDACTED]  
2 [REDACTED]  
3 Waymo’s development of Trade Secret 109 [REDACTED]  
4 [REDACTED]  
5 [REDACTED] [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]

15 Waymo provides these examples as context for its interrogatory response, even though  
16 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
17 complete description or analysis of its development efforts here.

**18 Trade Secret 110**

19 The total development work associated with Trade Secret 110 took [REDACTED]  
20 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
21 in the documents identified in response to Interrogatory No. 4. Because Waymo does not track  
22 costs on a trade secret by trade secret basis in the ordinary course of business, the cost of  
23 developing Trade Secret 110 will be the subject of expert testimony. Information potentially  
24 relevant to determining such cost estimates has been produced at WAYMO-UBER-  
25 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
26 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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1 In assessing the time it took and how much it cost to develop trade secrets related to the

2 [REDACTED]

3 [REDACTED]

4 [REDACTED] For example, to develop Trade Secret 110,

5 Waymo spent considerable time and incurred substantial expense [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED] As another example, Waymo spent considerable time and incurred substantial

15 expense [REDACTED] [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 Waymo provides these examples as context for its interrogatory response, even though

22 such context is not called for by the interrogatory. Waymo does not purport to offer a full and

23 complete description or analysis of its development efforts here.

24 **Trade Secret 112**

25 The total development work associated with Trade Secret 112 took [REDACTED]

26 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found

27 in the documents identified in response to Interrogatory No. 4. Because Waymo does not track

28 costs on a trade secret by trade secret basis in the ordinary course of business, the cost of

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1 developing Trade Secret 112 will be the subject of expert testimony. Information potentially  
2 relevant to determining such cost estimates has been produced at WAYMO-UBER-  
3 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
4 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]

5 [REDACTED]  
6 [REDACTED]  
7 In assessing the time it took and how much it cost to develop trade secrets related to the

8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED] For example, to develop Trade Secret 112,  
11 Waymo spent considerable time and incurred substantial expense [REDACTED]

12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED] As another  
20 example, Waymo spent considerable time and incurred substantial expense [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY****Trade Secret 113**

The total development work associated with Trade Secret 113 took [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found in the documents identified in response to Interrogatory No. 4. Because Waymo does not track costs on a trade secret by trade secret basis in the ordinary course of business, the cost of developing Trade Secret 113 will be the subject of expert testimony. Information potentially relevant to determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

In assessing the time it took and how much it cost to develop trade secrets related to the [REDACTED]

[REDACTED] For example, to develop Trade Secret 113, Waymo spent considerable time and incurred substantial expense [REDACTED]

[REDACTED] As another example, Waymo spent considerable time and incurred substantial expense [REDACTED]



**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]

4 Waymo provides these examples as context for its interrogatory response, even though  
5 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
6 complete description or analysis of its development efforts here.

7 **Trade Secret 118**

8 The total development work associated with Trade Secret 118 took [REDACTED]  
9 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found  
10 in the documents identified in response to Interrogatory No. 4. Because Waymo does not track  
11 costs on a trade secret by trade secret basis in the ordinary course of business, the cost of  
12 developing Trade Secret 118 will be the subject of expert testimony. Information potentially  
13 relevant to determining such cost estimates has been produced at WAYMO-UBER-  
14 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
15 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]

16 [REDACTED]  
17 In assessing the time it took and how much it cost to develop trade secrets related to [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]. For example, to develop Trade Secret 118,  
21 Waymo spent considerable time and incurred substantial expense [REDACTED]

22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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1 [REDACTED]. As another  
2 example, Waymo spent considerable time and incurred substantial expense [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]

9 Waymo provides these examples as context for its interrogatory response, even though  
10 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
11 complete description or analysis of its development efforts here.

**Trade Secret 119**

12  
13 The total development work associated with Trade Secret 119 took [REDACTED]  
14 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
15 in the documents identified in response to Interrogatory No. 4. Because Waymo does not track  
16 costs on a trade secret by trade secret basis in the ordinary course of business, the cost of  
17 developing Trade Secret 119 will be the subject of expert testimony. Information potentially  
18 relevant to determining such cost estimates has been produced at WAYMO-UBER-  
19 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
20 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]  
21 [REDACTED]

22 In assessing the time it took and how much it cost to develop trade secrets related to the  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED] For example, to develop Trade Secret 119,  
26 Waymo spent considerable time and incurred substantial expense [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED] As another  
7 example, Waymo spent considerable time and incurred substantial expense [REDACTED]  
8 [REDACTED] [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]

14 Waymo provides these examples as context for its interrogatory response, even though  
15 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
16 complete description or analysis of its development efforts here.

17 **Trade Secret 121**

18 Waymo is investigating how long it took to develop Trade Secret 121. But, [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED] [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED] [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY****Trade Secret 92**

The total development work associated with Trade Secret 92 took [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found in the documents identified in response to Interrogatory No. 4. Because Waymo does not track costs on a trade secret by trade secret basis in the ordinary course of business, the cost of developing Trade Secret 92 will be the subject of expert testimony. Information potentially relevant to determining such cost estimates has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

Waymo provides these examples as context for its interrogatory response, even though such context is not called for by the interrogatory. Waymo does not purport to offer a full and complete description or analysis of its development efforts here.

**Trade Secret 93**

The total development work associated with Trade Secret 93 took [REDACTED]. Further detail regarding the timeline for the development of this trade secrets can be found in the documents identified in response to Interrogatory No. 4. Because Waymo does not track costs on a trade secret by trade secret basis in the ordinary course of business, the cost of developing Trade Secret 93 will be the subject of expert testimony. Information potentially

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1 relevant to determining such cost estimates has been produced at WAYMO-UBER-  
 2 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
 3 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]

4 [REDACTED]  
 5 [REDACTED]  
 6 [REDACTED]  
 7 [REDACTED]  
 8 [REDACTED]  
 9 [REDACTED]  
 10 [REDACTED]  
 11 [REDACTED]  
 12 [REDACTED]  
 13 [REDACTED]

14 Waymo provides these examples as context for its interrogatory response, even though  
 15 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
 16 complete description or analysis of its development efforts here.

**Trade Secret 9**

17  
 18 The total development work associated with Trade Secret 9 took [REDACTED]  
 19 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found  
 20 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
 21 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
 22 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
 23 Trade Secret 9 will be the subject of expert testimony. Information potentially relevant to  
 24 determining such cost estimates includes information that has been produced at WAYMO-UBER-  
 25 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
 26 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]

27 [REDACTED]  
 28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 In assessing the time it took and how much it cost to develop trade secrets related to

2 [REDACTED]

3 [REDACTED]

4 [REDACTED] For example, to develop Trade Secret 9, Waymo spent considerable time and  
5 expense [REDACTED]

6 [REDACTED]

7 [REDACTED] [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED] [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED] As another example, Waymo spent considerable  
14 time and expense [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 Waymo provides these examples as context for its interrogatory response, even though  
24 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
25 complete description or analysis of its development efforts here.

26 **Trade Secret 10**

27 The total development work associated with Trade Secret 10 took [REDACTED]  
28 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found

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1 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
2 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
3 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
4 Trade Secret 10 will be the subject of expert testimony. Information potentially relevant to  
5 determining such cost estimates includes information that has been produced at WAYMO-UBER-  
6 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
7 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 In assessing the time it took and how much it cost to develop trade secrets related to

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]. For example, to develop Trade Secret 10, Waymo spent considerable time  
14 and expense [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED] As another example,  
23 Waymo spent considerable time and expense [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 [REDACTED]

28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]

4 Waymo provides these examples as context for its interrogatory response, even though  
5 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
6 complete description or analysis of its development efforts here.

7 **Trade Secret 13**

8 The total development work associated with Trade Secret 13 took [REDACTED]  
9 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found  
10 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
11 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
12 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
13 Trade Secret 13 will be the subject of expert testimony. Information potentially relevant to  
14 determining such cost estimates includes information that has been produced at WAYMO-UBER-  
15 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
16 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

17 [REDACTED]  
18 [REDACTED]

19 In assessing the time it took and how much it cost to develop trade secrets related to

20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]. For example, to develop Trade

24 Secret 13, Waymo spent considerable time and expense [REDACTED]

25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]

28 [REDACTED]



**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
 2 [REDACTED]  
 3 [REDACTED]  
 4 [REDACTED]  
 5 [REDACTED] As another example, Waymo spent  
 6 considerable time and expense [REDACTED]  
 7 [REDACTED]  
 8 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
 9 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
 10 [REDACTED] [REDACTED]  
 11 [REDACTED]  
 12 [REDACTED] [REDACTED]  
 13 [REDACTED]  
 14 [REDACTED]  
 15 [REDACTED]

16 Waymo provides these examples as context for its interrogatory response, even though  
 17 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
 18 complete description or analysis of its development efforts here.

**Trade Secret 14**

19  
 20 The total development work associated with Trade Secret 14 took [REDACTED]  
 21 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
 22 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
 23 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
 24 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
 25 Trade Secret 14 will be the subject of expert testimony. Information potentially relevant to  
 26 determining such cost estimates includes information that has been produced at WAYMO-UBER-  
 27 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
 28 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]

2 [REDACTED]

3 In assessing the time it took and how much it cost to develop trade secrets related to

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED] For example, to develop Trade Secret 14, Waymo spent considerable time and

9 expense [REDACTED]

10 [REDACTED]

11 [REDACTED] [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED] [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED] As another example, Waymo spent considerable time and expense [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 [REDACTED]

28

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 Waymo provides these examples as context for its interrogatory response, even though  
2 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
3 complete description or analysis of its development efforts here.

**Trade Secret 38**

4  
5 The total development work associated with Trade Secret 38 took [REDACTED]  
6 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
7 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
8 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
9 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
10 Trade Secret 38 will be the subject of expert testimony. Information potentially relevant to  
11 determining such cost estimates includes information that has been produced at WAYMO-UBER-  
12 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
13 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]  
14 [REDACTED]  
15 [REDACTED]

16 In assessing the time it took and how much it cost to develop trade secrets related to  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED] For example, to develop Trade Secret 38,  
20 Waymo spent considerable time and expense [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 example, Waymo spent considerable time and expense [REDACTED]

2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]

10 Waymo provides these examples as context for its interrogatory response, even though  
11 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
12 complete description or analysis of its development efforts here.

**Trade Secret 117**

14 The total development work associated with Trade Secret 117 took [REDACTED]  
15 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
16 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
17 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
18 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
19 Trade Secret 117 will be the subject of expert testimony. Information potentially relevant to  
20 determining such cost estimates includes information that has been produced at WAYMO-UBER-  
21 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
22 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

23 [REDACTED]  
24 [REDACTED]

25 In assessing the time it took and how much it cost to develop trade secrets related to

26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]. For example, to develop  
2 Trade Secret 117, Waymo spent considerable time and expense [REDACTED]

3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]

11 [REDACTED] As another example, Waymo spent  
12 considerable time and expense [REDACTED]

13 [REDACTED]  
14 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
15 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
16 [REDACTED] [REDACTED]

17 [REDACTED]  
18 [REDACTED] [REDACTED]  
19 [REDACTED]  
20 [REDACTED]

21 [REDACTED]

22 Waymo provides these examples as context for its interrogatory response, even though  
23 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
24 complete description or analysis of its development efforts here.

**Trade Secret 48**

25  
26 The total development work associated with Trade Secret 48 took [REDACTED]  
27 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found  
28 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a

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1 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
2 Trade Secret 48 will be the subject of expert testimony. Information potentially relevant to  
3 determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-  
4 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
5 UBER-00014489. That information reflects that [REDACTED]

6 [REDACTED]  
7 [REDACTED]  
8 In assessing the time it took and how much it cost to develop trade secrets related to the

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED] For example, to develop Trade Secret 48, Waymo  
12 spent considerable time and incurred substantial expense [REDACTED] [REDACTED] [REDACTED]

13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED] As another example, Waymo spent considerable time and  
21 incurred substantial expense [REDACTED]

22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 Waymo provides these examples as context for its interrogatory response, even though  
27 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
28 complete description or analysis of its development efforts here.

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY****Trade Secret 120**

The total development work associated with Trade Secret 120 took [REDACTED]

[REDACTED] Further detail regarding the timeline for the development of this trade secret can be found in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a trade secret by trade secret basis in the ordinary course of business, and the cost of developing Trade Secret 48 will be the subject of expert testimony. Information potentially relevant to determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

Waymo’s development of Trade Secret 120 [REDACTED]

Waymo provides these examples as context for its interrogatory response, even though such context is not called for by the interrogatory. Waymo does not purport to offer a full and complete description or analysis of its development efforts here.

**Trade Secret 111**

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1 The total development work associated with Trade Secret 111 took [REDACTED]  
2 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
3 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
4 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
5 Trade Secret 111 will be the subject of expert testimony. Information potentially relevant to  
6 determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-  
7 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
8 UBER-00014489. That information reflects that [REDACTED]

9 [REDACTED]  
10 [REDACTED]

11 In assessing the time it took and how much it cost to develop trade secrets related to the

12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]

28



**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 Waymo provides these examples as context for its interrogatory response, even though  
2 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
3 complete description or analysis of its development efforts here.

**Trade Secret 101**

4  
5 The total development work associated with Trade Secret 101 took [REDACTED]  
6 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found  
7 in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a  
8 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
9 Trade Secret 101 will be the subject of expert testimony. Information potentially relevant to  
10 determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-  
11 UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-  
12 UBER-00014489. That information reflects that [REDACTED]

13 [REDACTED]  
14 Waymo’s development of Trade Secret 101 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED] [REDACTED]  
24 [REDACTED]  
25 [REDACTED]

26 Waymo provides these examples as context for its interrogatory response, even though  
27 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
28 complete description or analysis of its development efforts here.

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY****Trade Secret 102**

The total development work associated with Trade Secret 102 took [REDACTED]

[REDACTED] Further detail regarding the timeline for the development of this trade secret can be found in the documents identified in response to Interrogatory No. 4. Waymo does not track costs on a trade secret by trade secret basis in the ordinary course of business, and the cost of developing Trade Secret 102 will be the subject of expert testimony. Information potentially relevant to determining such cost estimate has been produced at WAYMO-UBER-00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED]

Waymo’s development of Trade Secret 102 [REDACTED]

Waymo provides these examples as context for its interrogatory response, even though such context is not called for by the interrogatory. Waymo does not purport to offer a full and complete description or analysis of its development efforts here.

**Trade Secret 7**

The total development work associated with Trade Secret 7 took [REDACTED]

[REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by

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1 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
2 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
3 Trade Secret 7 will be the subject of expert testimony. Information potentially relevant to  
4 determining such cost estimate includes information that has been produced at WAYMO-UBER-  
5 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
6 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]

7 [REDACTED]  
8 [REDACTED].  
9 In assessing the time it took and how much it cost to develop trade secrets related to

10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 Waymo provides these examples as context for its interrogatory response, even though  
19 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
20 complete description or analysis of its development efforts here.

**Trade Secret 8**

21  
22 The total development work associated with Trade Secret took [REDACTED]  
23 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found  
24 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
25 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
26 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
27 Trade Secret will be the subject of expert testimony. Information potentially relevant to  
28 determining such cost estimate includes information that has been produced at WAYMO-UBER-

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1 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
 2 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]

3 [REDACTED]  
 4 [REDACTED]  
 5 In assessing the time it took and how much it cost to develop trade secrets related to

6 [REDACTED]  
 7 [REDACTED]  
 8 [REDACTED]  
 9 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
 10 [REDACTED]  
 11 [REDACTED]  
 12 [REDACTED]  
 13 [REDACTED]  
 14 [REDACTED]

15 Waymo provides these examples as context for its interrogatory response, even though  
 16 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
 17 complete description or analysis of its development efforts here.

**Trade Secret 16**

18  
 19 The total development work associated with Trade Secret 16 took [REDACTED]  
 20 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found  
 21 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
 22 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
 23 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
 24 Trade Secret 16 will be the subject of expert testimony. Information potentially relevant to  
 25 determining such cost estimate includes information that has been produced at WAYMO-UBER-  
 26 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
 27 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]  
 28

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1 [REDACTED]  
2 [REDACTED]  
3 In assessing the time it took and how much it cost to develop trade secrets related to  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED] [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]

12 Waymo provides these examples as context for its interrogatory response, even though  
13 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
14 complete description or analysis of its development efforts here.

**Trade Secret 19**

15  
16 The total development work associated with Trade Secret 19 took [REDACTED]  
17 [REDACTED] Indeed, Waymo engineer William McCann testified that the total amount of work to  
18 complete and implement this trade secret was “on the order of years.” July 12, 2017 McCann  
19 Depo. at 238:23. The time taken to create a prototype (several months in this case, *id.* at 239:19-  
20 23) is but a subset of the total development work associated with this trade secret. Further detail  
21 regarding the timeline for the development of this trade secret can be found in the documents  
22 identified in response to Interrogatory No. 4, which Waymo incorporates by reference pursuant to  
23 Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a trade secret by trade  
24 secret basis in the ordinary course of business, and the cost of developing Trade Secret 19 will be  
25 the subject of expert testimony. Information potentially relevant to determining such cost estimate  
26 includes information that has been produced at WAYMO-UBER-00027045, WAYMO-UBER-  
27 00014506, WAYMO-UBER-00012830, WAYMO-UBER-00014078 and WAYMO-UBER-  
28 00014489. That information reflects that [REDACTED]

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1 [REDACTED]

2 [REDACTED]

3 In assessing the time it took and how much it cost to develop trade secrets related to [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

11 [REDACTED]

12 Waymo provides these examples as context for its interrogatory response, even though  
 13 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
 14 complete description or analysis of its development efforts here.

15 **Trade Secret 20**

16 The total development work associated with Trade Secret 20 took [REDACTED]  
 17 [REDACTED]. Further detail regarding the timeline for the development of this trade secret can be found  
 18 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
 19 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
 20 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
 21 Trade Secret 20 will be the subject of expert testimony. Information potentially relevant to  
 22 determining such cost estimate includes information that has been produced at WAYMO-UBER-  
 23 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
 24 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 In assessing the time it took and how much it cost to develop trade secrets related to the

28 [REDACTED]

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1 [REDACTED]  
 2 [REDACTED]  
 3 [REDACTED]  
 4 [REDACTED]  
 5 [REDACTED]  
 6 [REDACTED]  
 7 [REDACTED]

8 Waymo provides these examples as context for its interrogatory response, even though  
 9 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
 10 complete description or analysis of its development efforts here.

**Trade Secret 43**

12 The total development work associated with Trade Secret 43 took [REDACTED]  
 13 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
 14 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
 15 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
 16 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
 17 Trade Secret 43 will be the subject of expert testimony. Information potentially relevant to  
 18 determining such cost estimate includes information that has been produced at WAYMO-UBER-  
 19 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
 20 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]

21 [REDACTED]  
 22 [REDACTED]

23 In assessing the time it took and how much it cost to develop trade secrets related to the

24 [REDACTED]  
 25 [REDACTED]  
 26 [REDACTED]  
 27 [REDACTED]  
 28 [REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]

4 Waymo provides these examples as context for its interrogatory response, even though  
5 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
6 complete description or analysis of its development efforts here.

7 **Trade Secret 49**

8 The total development work associated with Trade Secret 49 took [REDACTED]  
9 [REDACTED] Further detail regarding the timeline for the development of this trade secret can be found  
10 in the documents identified in response to Interrogatory No. 4, which Waymo incorporates by  
11 reference pursuant to Federal Rule of Civil Procedure 33(d). Waymo does not track costs on a  
12 trade secret by trade secret basis in the ordinary course of business, and the cost of developing  
13 Trade Secret 49 will be the subject of expert testimony. Information potentially relevant to  
14 determining such cost estimate includes information that has been produced at WAYMO-UBER-  
15 00027045, WAYMO-UBER-00014506, WAYMO-UBER-00012830, WAYMO-UBER-  
16 00014078 and WAYMO-UBER-00014489. That information reflects that [REDACTED] [REDACTED]

17 [REDACTED]  
18 [REDACTED]

19 Waymo’s development of Trade Secret 49, [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]

26 Waymo provides these examples as context for its interrogatory response, even though  
27 such context is not called for by the interrogatory. Waymo does not purport to offer a full and  
28 complete description or analysis of its development efforts here.



**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY****Trade Secret 15**

Waymo’s Trade Secret 15 is a solution that Waymo developed to a problem that it encountered during LiDAR development. [REDACTED]

[REDACTED] Waymo additionally responds under 33(d) and incorporates by reference its response to Interrogatory 4. Waymo’s cost to develop this trade secret will be the subject of expert testimony.

**Trade Secret 17**

Waymo’s Trade Secret 17 is a solution that Waymo developed to a problem that it encountered during LiDAR development. [REDACTED]

[REDACTED] Waymo additionally responds under 33(d) and incorporates by reference its response to Interrogatory 4. Waymo’s cost to develop this trade secret will be the subject of expert testimony.

**Trade Secret 42**

Waymo’s Trade Secret 42 is a solution that Waymo developed to a problem that it encountered during LiDAR development. [REDACTED]

[REDACTED] Waymo additionally responds under 33(d) and incorporates by reference its response to Interrogatory 4. Waymo’s cost to develop this trade secret will be the subject of expert testimony.

**Trade Secret 63**

Waymo’s Trade Secret 63 represents a solution that Waymo developed to a problem that it encountered during LiDAR development. [REDACTED]

[REDACTED] Waymo additionally responds under 33(d) and incorporates by reference its response to Interrogatory 4. Waymo’s cost to develop this trade secret will be the subject of expert testimony.

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY****Trade Secret 89**

Waymo’s Trade Secret 89, like the related Trade Secret 63, represents a solution that Waymo developed to a problem that it encountered during LiDAR development. [REDACTED]

[REDACTED] Waymo additionally responds under 33(d) and incorporates by reference its response to Interrogatory 4. Waymo’s cost to develop this trade secret will be the subject of expert testimony.

**Trade Secret 114**

Waymo’s Trade Secret 114 is a solution that Waymo developed to a problem that it encountered during LiDAR development. [REDACTED]

[REDACTED] Waymo additionally responds under 33(d) and incorporates by reference its response to Interrogatory 4. Waymo’s cost to develop this trade secret will be the subject of expert testimony.

**Trade Secret 115**

Waymo’s Trade Secret 115 is a solution that Waymo developed to a problem that it encountered during LiDAR development. [REDACTED]

[REDACTED] Waymo additionally responds under 33(d) and incorporates by reference its response to Interrogatory 4. Waymo’s cost to develop this trade secret will be the subject of expert testimony.

**Trade Secret 116**

Waymo’s Trade Secret 116 is a solution that Waymo developed to a problem that it encountered during LiDAR development. [REDACTED]

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1 [REDACTED] Waymo additionally responds under 33(d) and incorporates by  
2 reference its response to Interrogatory 4. Waymo’s cost to develop this trade secret will be the  
3 subject of expert testimony.

4 Discovery is ongoing and Waymo reserves the right to supplement this response after  
5 further discovery and investigation.

6  
7 **INTERROGATORY NO. 7:**

8 Separately for each alleged Waymo trade secret identified in response to Interrogatory No.  
9 1, identify all efforts to maintain the secrecy and confidentiality of the trade secret.

10  
11 **RESPONSE TO INTERROGATORY NO. 7:**

12 Waymo incorporates by reference its General Objections. Waymo further objects to this  
13 interrogatory on the grounds that it is overbroad, unduly burdensome, and oppressive, including to  
14 the extent that it asks Waymo to respond separately for each alleged Waymo trade secret. Waymo  
15 further objects to this request to the extent it is compound, complex, and contains multiple  
16 subparts.

17 Subject to and without waiving the foregoing General and Specific Objections, Waymo  
18 responds as follows:

19 Waymo hereby incorporates by reference its List of Asserted Trade Secrets, Dkt. No. 25-7,  
20 and the Declarations of Michael Janosko (Janosko Decl.), Gary Brown (“Brown Decl.”), and  
21 Pierre-Yves Droz (Droz Decl.), all of which describe Waymo’s efforts to maintain secrecy of its  
22 trade secrets.

23 In addition, Waymo provides the following response:

24 Waymo takes robust measures to protect its LiDAR trade secrets. As a condition of  
25 employment, Waymo requires all employees to enter into written agreements to maintain the  
26 confidentiality of proprietary and trade secret information, and not to misuse such information.  
27 Waymo also enforces an employee code of conduct that explains employees’ strict obligations to  
28

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1 maintain the secrecy of confidential information, and requires employee training in security  
2 procedures. Droz Decl. ¶ 30.

3 Waymo also takes reasonable measures to mark confidential and proprietary information,  
4 such as documents and other materials, with visible legends designating them as such when  
5 sharing them outside of Waymo, subject to NDAs or other confidentiality agreements.  
6 Disclosures to vendors are limited to the subject matter necessary for the vendor’s engagement and  
7 do not reveal the entirety of a given LiDAR system or design. Waymo employs reasonable efforts  
8 to secure physical facilities by restricting access and employing locks, cameras, guards, and other  
9 security measures. *Id.* ¶¶ 33-37; Janosko Decl. ¶ 22.

10 Waymo uses Subversion (SVN) — a revision control system — to store its electrical  
11 design information. All traffic (both ingress to and egress from) the SVN repository is encrypted.  
12 All traffic is authenticated against a list of authorized users before access to the repository is  
13 granted, and users do not share credentials — all accesses are unique to specific users. Access  
14 control lists are audited monthly and stale users are aggressively purged. The SVN server is  
15 password protected and accessible through specialized software. *Id.* ¶¶ 23-25.

16 Additionally, Waymo imposes network security measures and access policies that restrict  
17 the access and dissemination of certain confidential and proprietary trade secret information to  
18 only teams that are working on projects related to that information. For example, Google  
19 employees working on projects with no relation to Waymo or self-driving cars could not (and  
20 cannot) access Waymo’s confidential and proprietary schematics. They are distributed on a “need  
21 to know” basis. Droz Decl. ¶ 32. Google’s networks generally are also secured through [REDACTED]

22 [REDACTED]  
23 [REDACTED]. Janosko Decl. ¶¶ 13-16.

24 Google employs a variety of security mechanisms to prevent network intruders or attackers  
25 who may compromise Waymo’s trade secret information. [REDACTED]

26 [REDACTED]  
27 [REDACTED] *Id.* ¶¶ 7-12, 20.  
28

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED] [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED] *Id.* ¶¶ 17-21.

9 Discovery is ongoing and Waymo reserves the right to supplement this response after  
10 further discovery and investigation.

11

12 **FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 7:**

13 Waymo incorporates by reference its General Objections. Waymo further objects to this  
14 request to the extent it is compound, complex, and contains multiple subparts.

15 Subject to and without waiving the foregoing General and Specific Objections, Waymo  
16 responds as follows:

17 Waymo hereby incorporates by reference its List of Asserted Trade Secrets, Dkt. No. 25-7,  
18 and the Declarations of Michael Janosko (Janosko Decl.), Gary Brown (“Brown Decl.”), and  
19 Pierre-Yves Droz (Droz Decl.), all of which describe Waymo’s efforts to maintain secrecy of its  
20 trade secrets.

21 In addition, Waymo provides the following response:

22 Waymo takes robust measures to protect its LiDAR trade secrets. As a condition of  
23 employment, Waymo requires all employees to enter into written agreements to maintain the  
24 confidentiality of proprietary and trade secret information, and not to misuse such information.  
25 Waymo also enforces an employee code of conduct that explains employees’ strict obligations to  
26 maintain the secrecy of confidential information, and requires employee training in security  
27 procedures. Droz Decl. ¶ 30.

28

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1 Waymo also takes reasonable measures to mark confidential and proprietary information,  
2 such as documents and other materials, with visible legends designating them as such when  
3 sharing them outside of Waymo, subject to NDAs or other confidentiality agreements.  
4 Disclosures to vendors are limited to the subject matter necessary for the vendor’s engagement and  
5 do not reveal the entirety of a given LiDAR system or design. Waymo employs reasonable efforts  
6 to secure physical facilities by restricting access and employing locks, cameras, guards, and other  
7 security measures. *Id.* ¶¶ 33-37; Janosko Decl. ¶ 22.

8 Waymo uses Subversion (SVN) — a revision control system — to store its electrical  
9 design information. All traffic (both ingress to and egress from) the SVN repository is encrypted.  
10 All traffic is authenticated against a list of authorized users before access to the repository is  
11 granted, and users do not share credentials — all accesses are unique to specific users. Access  
12 control lists are audited monthly and stale users are aggressively purged. The SVN server is  
13 password protected and accessible through specialized software. *Id.* ¶¶ 23-25.

14 Additionally, Waymo imposes network security measures and access policies that restrict  
15 the access and dissemination of certain confidential and proprietary trade secret information to  
16 only teams that are working on projects related to that information. For example, Google  
17 employees working on projects with no relation to Waymo or self-driving cars could not (and  
18 cannot) access Waymo’s confidential and proprietary schematics. They are distributed on a “need  
19 to know” basis. Droz Decl. ¶ 32. Google’s networks generally are also secured through [REDACTED]

20 [REDACTED]  
21 [REDACTED] Janosko Decl. ¶¶ 13-16.

22 Google employs a variety of security mechanisms to prevent network intruders or attackers  
23 who may compromise Waymo’s trade secret information. [REDACTED]

24 [REDACTED]  
25 [REDACTED]. *Id.* ¶¶ 7-12, 20.

26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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1 [REDACTED]  
 2 [REDACTED]  
 3 [REDACTED]  
 4 [REDACTED]  
 5 [REDACTED] *Id.* ¶¶ 17-21.

6 Specifically, with respect to the following trade secrets, Google employed reasonable  
 7 efforts to maintain their secrecy and confidentiality as described below:

Trade Secret No.	Efforts to Maintain Secrecy and Confidentiality
1	This trade secret is the subject of reasonable efforts to maintain its secrecy. This trade secret is reflected in the design schematics and layouts stored in the SVN server, which is encrypted, password protected, and only accessible through specialized software (SVN clients). Access to the SVN server is limited to select Waymo employees on a “need to know” basis. At present, approximately [REDACTED] Waymo employees and contractors have security permissions to access the SVN server. Janosko Decl. ¶¶ 23-25. In addition, Waymo also employs reasonable measures to monitor and secure the networks and devices that employees use to access information about this design, to mark confidential and proprietary information, such as documents and other materials, with visible legends designating them as such when sharing them outside of Waymo (subject to NDAs), and to secure physical facilities. Droz Decl. ¶¶ 30-37; Janosko Decl. ¶¶ 5-22.
2	<i>See supra</i> , Trade Secret No. 1.
3	<i>See supra</i> , Trade Secret No. 1.
4	<i>See supra</i> , Trade Secret No. 1.
5	<i>See supra</i> , Trade Secret No. 1.
6	<i>See supra</i> , Trade Secret No. 1.
7	<i>See supra</i> , Trade Secret No. 1.
8	<i>See supra</i> , Trade Secret No. 1.
9	This trade secret is the subject of reasonable efforts to maintain its secrecy. In particular, Waymo employs reasonable measures to monitor and secure the networks and devices that employees use to access information about this design, to mark confidential and proprietary information, such as documents and other materials, with visible legends designating them as such when sharing them outside of Waymo (subject to NDAs), and to secure physical facilities. Droz Decl. ¶¶ 30-37; Janosko Decl. ¶¶ 5-22.
10	<i>See supra</i> , Trade Secret No. 9.
13	<i>See supra</i> , Trade Secret No. 9.
14	<i>See supra</i> , Trade Secret No. 9.
15	<i>See supra</i> , Trade Secret No. 9.
16	<i>See supra</i> , Trade Secret No. 9.
17	<i>See supra</i> , Trade Secret No. 9.

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1	19	<i>See supra</i> , Trade Secret No. 9.
2	20	<i>See supra</i> , Trade Secret No. 1.
3	38	<i>See supra</i> , Trade Secret No. 9.
4	39	<i>See supra</i> , Trade Secret No. 9.
5	42	<i>See supra</i> , Trade Secret No. 9.
6	43	<i>See supra</i> , Trade Secret No. 9.
7	46	<i>See supra</i> , Trade Secret No. 9.
8	48	<i>See supra</i> , Trade Secret No. 9.
9	49	<i>See supra</i> , Trade Secret No. 9.
10	62	<i>See supra</i> , Trade Secret No. 9.
11	63	<i>See supra</i> , Trade Secret No. 9.
12	75	<i>See supra</i> , Trade Secret No. 9.
13	76	<i>See supra</i> , Trade Secret No. 9.
14	77	<i>See supra</i> , Trade Secret No. 9.
15	78	<i>See supra</i> , Trade Secret No. 9.
16	79	<i>See supra</i> , Trade Secret No. 9.
17	80	<i>See supra</i> , Trade Secret No. 9.
18	81	<i>See supra</i> , Trade Secret No. 9.
19	82	<i>See supra</i> , Trade Secret No. 9.
20	83	<i>See supra</i> , Trade Secret No. 9.
21	84	<i>See supra</i> , Trade Secret No. 9.
22	85	<i>See supra</i> , Trade Secret No. 9.
23	86	<i>See supra</i> , Trade Secret No. 9.
24	87	<i>See supra</i> , Trade Secret No. 9.
25	88	<i>See supra</i> , Trade Secret No. 9.
26	89	<i>See supra</i> , Trade Secret No. 9.
27	90	<i>See supra</i> , Trade Secret No. 9.
28	91	<i>See supra</i> , Trade Secret No. 9.
	92	<i>See supra</i> , Trade Secret No. 9.
	93	<i>See supra</i> , Trade Secret No. 9.
	94	This trade secret is the subject of reasonable efforts to maintain its secrecy. The SVN server on which the schematics embodying this trade secret are stored is encrypted, password protected, and only accessible through specialized software (SVN clients). Access to the SVN server is limited to select Waymo employees on a “need to know” basis. At present, approximately ■ Waymo employees and contractors have security permissions to access the SVN server. Janosko Decl. ¶¶ 23-25.
	95	<i>See supra</i> , Trade Secret No. 94.
	96	<i>See supra</i> , Trade Secret No. 94.
	97	<i>See supra</i> , Trade Secret No. 94.
	98	<i>See supra</i> , Trade Secret No. 94.
	99	<i>See supra</i> , Trade Secret No. 94.
	100	<i>See supra</i> , Trade Secret No. 94.



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101	<i>See supra</i> , Trade Secret No. 94.
102	<i>See supra</i> , Trade Secret No. 94.
103	<i>See supra</i> , Trade Secret No. 94.
104	<i>See supra</i> , Trade Secret No. 94.
105	<i>See supra</i> , Trade Secret No. 94.
106	<i>See supra</i> , Trade Secret No. 94.
107	<i>See supra</i> , Trade Secret No. 94.
108	<i>See supra</i> , Trade Secret No. 94.
109	<i>See supra</i> , Trade Secret No. 94.
110	<i>See supra</i> , Trade Secret No. 9.
111	<i>See supra</i> , Trade Secret No. 9.
112	<i>See supra</i> , Trade Secret No. 9.
113	<i>See supra</i> , Trade Secret No. 9.
114	<i>See supra</i> , Trade Secret No. 9.
115	<i>See supra</i> , Trade Secret No. 9.
116	<i>See supra</i> , Trade Secret No. 9.
117	<i>See supra</i> , Trade Secret No. 9.
118	<i>See supra</i> , Trade Secret No. 9.
119	<i>See supra</i> , Trade Secret No. 9.
120	<i>See supra</i> , Trade Secret No. 9.
121	<i>See supra</i> , Trade Secret No. 9.

Discovery is ongoing and Waymo reserves the right to supplement this response after further discovery and investigation.

**INTERROGATORY NO. 8:**

Separately for each alleged Waymo trade secret identified in response to Interrogatory No. 1, describe all instances in which the trade secret (or any Waymo LiDAR device utilizing the trade secret) was publicly or otherwise disclosed to third parties, and identify all Documents (by Bates number) Concerning such disclosure.

**RESPONSE TO INTERROGATORY NO. 8:**

Waymo incorporates by reference its General Objections. Waymo further objects to this interrogatory on the grounds that it is overbroad, unduly burdensome, and oppressive, including to the extent that it asks Waymo to respond separately for each alleged Waymo trade secret. Waymo

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1 further objects to this request to the extent it is compound, complex, and contains multiple  
2 subparts. Waymo further objects to this interrogatory to the extent it seeks information subject to  
3 a non-disclosure agreement or claim of third-party confidentiality.

4 Subject to and without waiving the foregoing General and Specific Objections, Waymo  
5 responds as follows:

6 Waymo is not aware of any instances in which the trade secrets identified in Response to  
7 Interrogatory No. 1 or any Waymo LiDAR device utilizing the trade secrets was publicly or  
8 otherwise disclosed to third parties.

9 Discovery is ongoing and Waymo reserves the right to supplement this response after  
10 further discovery and investigation.

11  
12 **INTERROGATORY NO. 9:**

13 Separately for each alleged Waymo trade secret identified in response to Interrogatory No.  
14 1, state why you contend it is not generally known in light of the public disclosures referenced in  
15 the Declarations of Paul McManamon and Michael Lebby submitted in this case.

16  
17 **RESPONSE TO INTERROGATORY NO. 9:**

18 Waymo incorporates by reference its General Objections. Waymo further objects to this  
19 interrogatory on the grounds that it is overbroad, unduly burdensome, and oppressive, including to  
20 the extent that it asks Waymo to respond separately for each alleged Waymo trade secret. Waymo  
21 further objects to this request to the extent it is compound, complex, and contains multiple  
22 subparts. Waymo further objects to this interrogatory as premature to the extent it calls for  
23 information that is subject to expert testimony. Waymo will provide expert testimony in  
24 accordance with the Court’s procedural schedule.

25 Subject to and without waiving the foregoing General and Specific Objections, Waymo  
26 responds as follows:

27 The following paragraphs address the specific portions of the public disclosures referenced  
28 in the Declarations of Paul McManamon and Michael Lebby submitted in this case. To the extent

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1 Dr. McManamon and Dr. Lebby are permitted to supplement their opinions, Waymo reserves the  
2 right to supplement this interrogatory response.

3 **Trade Secret No. 1**

4 Trade Secret No. 1 is not generally known in light of the public disclosures referenced in  
5 the Declarations of Paul McManamon and Michael Lebby for at least the following reasons:

6 Trade Secret No. 1 recites, [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]

11 Dr. McManamon and Dr. Lebby relied on three references to allege this trade secret was  
12 generally known: Mundhenk et al., *PanDAR: A wide-area, frame-rate, and full color LIDAR with*  
13 *foveated region using backfilling interpolation upsampling* (“PanDAR”), U.S. Patent No.  
14 8,767,190 (the “’190 Patent”), and U.S. Publication No. 2016/0291136 (the “’136 Publication”).

15 PanDAR simply discloses the concept of foveated vision, *i.e.*, the concept of having  
16 greater resolution in the middle of the field of view. The PanDAR system, however, achieved this  
17 by stacking two Velodyne 32E LiDAR systems on top of each other, resulting in more beams in  
18 the middle of the field of view. This is distinct from [REDACTED]  
19 [REDACTED]  
20 [REDACTED]

21 [REDACTED] Indeed, Dr. McManamon agreed at his deposition that the approach taught by  
22 the PanDAR system did not use Waymo’s [REDACTED] See McManamon Tr.  
23 57:25-58:14.

24 Unlike the design taught by the PanDAR reference, Waymo’s [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28

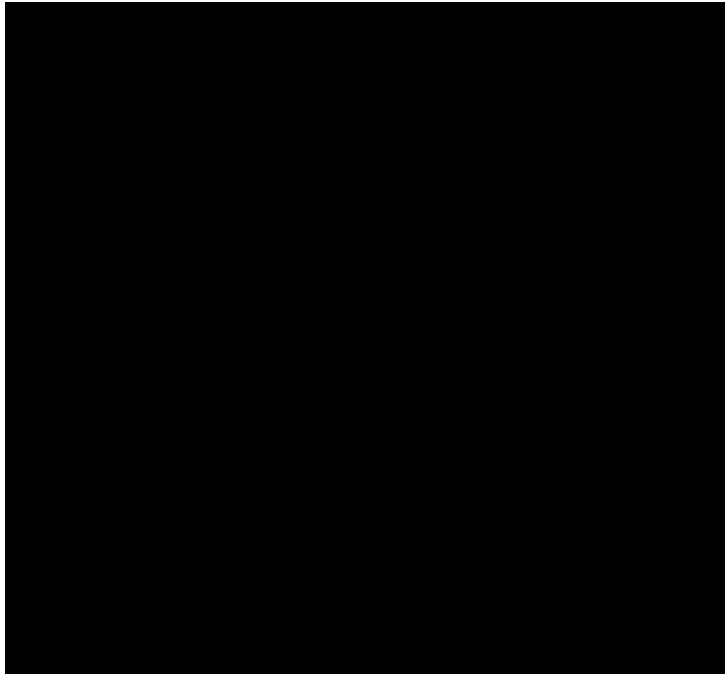
**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 The '190 Patent discloses placing one laser diode per PCB and mounting 32 PCBs on a  
2 frame, with even angular spacing between each laser diode. It then teaches varying the overall  
3 beam density of the system “by simply removing or not installing any desired number of  
4 emitter/detector pairs.” '190 patent at 6:49-50. The patent does not teach [REDACTED]  
5 [REDACTED] rather, it simply says that in some applications the  
6 designer may want to save costs by reducing the overall number of emitter/detector pairs that the  
7 system employs. It does not say that [REDACTED]  
8 [REDACTED] The patent also recognizes that reducing the  
9 overall density reduces the vertical resolution of the system, which may be acceptable for some  
10 applications that do not require high resolution but require cheaper sensors. '190 patent at 6:50-  
11 52. The '190 patent therefore is best understood as teaching a tradeoff between overall system  
12 resolution and cost. By contrast, Waymo’s solution [REDACTED]

13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 Dr. McManamon’s annotated Figure 5 of the '190 patent, reproduced below, does not  
17 appear in the patent itself and does not correspond to any specific embodiment disclosed by the  
18 patent. Rather, Dr. McManamon simply attempted to use hindsight to annotate Figure 5 so that it  
19 superficially resembles [REDACTED] Waymo’s GBr3 design and  
20 Uber’s Fuji design.

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Dr. McManamon’s annotated Figure 5 also does not accurately depict Waymo’s solution to the problem. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Waymo’s designs, by contrast, [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 [REDACTED]  
 2 [REDACTED]  
 3 [REDACTED]

4 Finally, the ’136 Publication discloses laser diodes positioned at different angles; it does  
 5 not disclose [REDACTED]. Dr. Lebby’s analysis of the ’136 Publication  
 6 appears to be based on a misunderstanding of the trade secret.

7 **Trade Secret Nos. 2, 3, and 6**

8 Trade Secret Nos. 2, 3, and 6 are not generally known in light of the public disclosures  
 9 referenced in the Declarations of Paul McManamon and Michael Lebby for at least the following  
 10 reasons:

11 Trade Secret No. 2 recites, [REDACTED]  
 12 [REDACTED]  
 13 [REDACTED]

14 [REDACTED] Trade Secret No. 3 recites, [REDACTED]  
 15 [REDACTED]  
 16 [REDACTED]

17 [REDACTED] Trade Secret No. 6 recites, [REDACTED]  
 18 [REDACTED]  
 19 [REDACTED]

20 [REDACTED]  
 21 [REDACTED] None of the public disclosures

22 referenced in the Declarations of Paul McManamon and Michael Lebby disclose these trade  
 23 secrets.

24 Dr. Lebby relied on a single publication to allege these trade secrets were generally known:  
 25 Xingsheng Liu, “Packaging of High Power Semiconductor Lasers” (“Liu”). Liu is directed to  
 26 general principles of laser packaging and does not disclose any LiDAR applications. The portions  
 27 of Liu that Dr. Lebby relied on disclose laser bars (such as depicted in Figure 2.17) or laser stacks  
 28 (such as depicted in Figure 2.27). Laser bars are a single piece of semiconductor, and laser stacks

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1 are composed of multiple laser bars stacked on top of each other. A laser bar and a laser stack are  
 2 each different from a singulated laser diode produces a single independent laser beam. Instead,  
 3 laser bars and laser stacks produce a line pattern as depicted in Figures 5.4(b) and 5.6 of Liu.

4 Liu does not disclose [REDACTED]  
 5 [REDACTED] Liu does not disclose [REDACTED]  
 6 This is not surprising, because Liu is not directed to [REDACTED]  
 7 [REDACTED] but is directed merely to packaging laser diodes for potential subsequent use  
 8 in larger circuits. Liu does not disclose [REDACTED] Figure 5.5 of Liu  
 9 simply shows a crude representation of a laser bar stack — it does not disclose [REDACTED]

10 [REDACTED]  
 11 [REDACTED]  
 12 **Trade Secret No. 5**

13 Trade Secret No. 5 is not generally known in light of the public disclosures referenced in  
 14 the Declarations of Paul McManamon and Michael Lebby for at least the following reasons:

15 Trade Secret No. 5 recites, [REDACTED]  
 16 [REDACTED]  
 17 [REDACTED]  
 18 [REDACTED]

19 Dr. Lebby relies on four references to allege this trade secret was generally known: U.S.  
 20 Patent No. 5,940,277 (the “’277 Patent”), U.S. Patent Publication No. 2007/0158807 (the “’807  
 21 Publication”), Liu, and the PCO-7110 Manual. Each of these references fails to disclose [REDACTED]  
 22 [REDACTED] Each of the ’277  
 23 Patent, the ’807 Publication, and Liu fails to disclose [REDACTED]  
 24 [REDACTED] The PCO-7110 Manual fails to disclose [REDACTED]  
 25 [REDACTED] The Liu textbook fails to disclose [REDACTED]  
 26  
 27  
 28

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY****Trade Secret No. 7**

Trade Secret No. 7 is not generally known in light of the public disclosures referenced in the Declarations of Paul McManamon and Michael Lebby for at least the following reasons:

Trade Secret No. 7 recites, [REDACTED]

[REDACTED] None of the public disclosures referenced in the Declarations of Paul McManamon and Michael Lebby disclose this requirement.

Dr. Lebby relied on two publications to allege that this trade secret was generally known: Liu and Christian Scholz, “Thermal and Mechanical Optimization of Diode Laser Bar Packaging” (“Scholz”). Like Liu, Scholz is directed to the field of semiconductor laser packaging. Neither publication discloses [REDACTED]. Neither publication discloses [REDACTED]

[REDACTED] Instead, the disclosures that Dr. Lebby cited are directed to laser bars and laser bar stacks where strips of semiconductor lasers are mounted on bulking heat sinks. Neither Liu nor Scholz discloses [REDACTED]

Both Liu and Scholz suggest [REDACTED]

Uber generally alleged that Velodyne [REDACTED] but did not cite any evidence of public disclosures to support this allegation.

**Trade Secret No. 10**

Trade Secret No. 10 is not generally known in light of the public disclosures referenced in the Declarations of Paul McManamon and Michael Lebby for at least the following reasons:



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1 Trade Secret No. 10 recites, [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 Dr. Lebby relied on two references to allege this trade secret was generally known: U.S.

6 Patent No. 5,420,722 (the “’722 Patent”) and U.S. Patent No. 5,825,054 (the “’054 Patent”).

7 Neither reference discloses [REDACTED]

8 [REDACTED] The ’722 Patent Does not disclose a

9 [REDACTED] The ’054 Patent does

10 not disclose [REDACTED]

11 **Trade Secret No. 13**

12 Trade Secret No. 13 is not generally known in light of the public disclosures referenced in

13 the Declarations of Paul McManamon and Michael Lebby for at least the following reasons:

14 Trade Secret No. 13 recites, [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 Dr. Lebby relies on seven references to allege this trade secret was generally known: a

18 Digikey webpage, an Amazon webpage, Alibaba search results, *Printed Circuit Boards: Design,*

19 *Fabrication, Assembly and Testing* (“Khandpur”), U.S. Patent No. 5,334,029 (the “’029 Patent”),

20 U.S. Patent No. 6,863,170 (the “’170 Patent”), and U.S. Patent No. 8,593,828 (the “’828 Patent”).

21 None of these references discloses [REDACTED]

22 [REDACTED] Additionally, as Dr. Lebby concedes, each of the Digikey webpage, the Amazon webpage

23 the Alibaba search results, Khandpur, and the ’029 Patent fail to disclose [REDACTED]

24 [REDACTED]

25 [REDACTED] The ’170 and ’828 Patents

26 also fail to disclose this aspect of the trade secret. The ’170 Patent simply discloses different sized

27 spacers for different applications; it does not disclose [REDACTED]

28 [REDACTED] The ’828 Patent

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 discloses spacers that allow a PCB to “float” — [REDACTED]

2 [REDACTED]

3 **Trade Secret No. 14**

4 Trade Secret No. 14 is not generally known in light of the public disclosures referenced in

5 the Declarations of Paul McManamon and Michael Lebby for at least the following reasons:

6 Trade Secret No. 14 recites, [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED] None of the

10 public disclosures referenced in the Declarations of Paul McManamon and Michael Lebby

11 disclose this requirement.

12 Dr. Lebby relied on three references to allege this trade secret was generally known: U.S.

13 Patent No. 4,244,109 (the “’109 Patent”), German Patent Application No. DE 3031103 (the “’103

14 Publication”), and U.S. Patent No. 4,432,037 (the “’037 Patent”).

15 The ’109 Patent is directed to magnetic disk storage and is not in the field of LiDAR. The

16 ’109 Patent discloses holes for mounting a PCB to a frame; it does not disclose [REDACTED]

17 [REDACTED] The ’109 Patent does not disclose [REDACTED]

18 [REDACTED] The ’109 Patent does not disclose [REDACTED]

19 [REDACTED]

20 The ’109 Patent does not disclose [REDACTED]

21 [REDACTED]

22 The ’103 Publication is directed to aligning holes in a PCB with solder bosses mounted on

23 another PCB. The ’103 Publication is not in the field of LiDAR. The ’103 Publication does not

24 disclose [REDACTED]

25 The ’103 Publication does not disclose [REDACTED]

26 [REDACTED] The ’103 Publication does not disclose [REDACTED]

27 [REDACTED] this

28 would be impossible in the design of the ’103 Publication because [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 The '037 Patent is not in the field of LiDAR. The '037 Patent discloses does not disclose a

2 [REDACTED] The '037 Patent does not disclose [REDACTED]

3 [REDACTED] The '037 Patent does

4 not disclose [REDACTED]

5 [REDACTED] The '037 Patent does not disclose [REDACTED]

6 [REDACTED]

7 **Trade Secret No. 19**

8 Trade Secret No. 19 is not generally known in light of the public disclosures referenced in  
9 the Declarations of Paul McManamon and Michael Lebby for at least the following reasons:

10 Trade Secret No. 19 recites, [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 Dr. Lebby relies on a single reference to allege that Trade Secret No. 19 was generally  
15 known: U.S. Patent No. 7,187,823 (the "'823 Patent"). The '823 Patent does not disclose [REDACTED]

16 [REDACTED]

17 [REDACTED] The '823 Patent also fails to disclose [REDACTED]

18 [REDACTED] Dr. Lebby does not provide any

19 explanation for how the Princetel, Moog, Thorlabs, Doric, or Laser components references

20 allegedly disclose the features of Trade Secret No. 19. None of these references discloses the

21 specific implementation recited in Trade Secret No. 19, *i.e.*, [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 Dr. McManamon did not cite any public disclosures to allege that Trade Secret No. 19 was  
26 generally known.

27

28

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY****Trade Secret Nos. 48 and 90**

Trade Secret Nos. 48 and 90 are not generally known in light of the public disclosures referenced in the Declarations of Paul McManamon and Michael Lebby for at least the following reasons:

Trade Secret No. 48 recites, [REDACTED]

[REDACTED] Trade Secret No. 90 recites, [REDACTED]

Dr. Lebby relied on four references to allege this trade secret was generally known: doped fibers sold by iXblue and Newport, a paper titled, “*Controlling the 1 μm spontaneous emission in Er/Yb co-doped fiber amplifiers*,” and U.S. Patent No. 8,934,509 (the “509 Patent”). Each of these references fails to disclose [REDACTED]

[REDACTED] Additionally, the references fail to disclose [REDACTED] Specifically, [REDACTED] are not disclosed in the references cited by Dr. Lebby.

Dr. Lebby does not dispute this.

**Trade Secret No. 62**

Trade Secret No. 62 is not generally known in light of the public disclosures referenced in the Declarations of Paul McManamon and Michael Lebby for at least the following reasons:

Dr. McManamon did not cite any public disclosures to allege that Trade Secret No. 62 was generally known.

**INTERROGATORY NO. 10:**

Separately for each alleged Waymo trade secret identified in response to Interrogatory No. 1, identify any and all Allegedly Misappropriated Files that You contend disclose that trade secret and describe how those files disclose the trade secret.

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY****1 RESPONSE TO INTERROGATORY NO. 10:**

2 Waymo incorporates by reference its General Objections. Waymo further objects to this  
 3 interrogatory on the grounds that (i) it is vague and ambiguous, including with respect to the  
 4 phrase “describe how those files disclose the trade secret”; and (ii) it is overbroad, unduly  
 5 burdensome, and oppressive, including to the extent that it asks Waymo to respond “[s]eparately  
 6 for each alleged Waymo trade secret” and to identify “any and all . . . Files.” Waymo further  
 7 objects to this request to the extent it is compound, complex and contains multiple subparts.

8 Subject to and without waiving the foregoing General and Specific Objections, Waymo  
 9 responds as follows:

10 The trade secrets identified below are disclosed at least in part by, among others, the  
 11 misappropriated materials listed below.

- 12 • Trade Secret Nos. 1-8 & 14-15: [REDACTED]  
 13 [REDACTED]  
 14 [REDACTED]  
 15 [REDACTED]  
 16 [REDACTED]  
 17 [REDACTED]
- 18 • Trade Secret Nos. 16-17 & 43: [REDACTED]  
 19 [REDACTED]  
 20 [REDACTED]
- 21 • Trade Secret Nos. 19-20: [REDACTED]  
 22 [REDACTED]
- 23 • Trade Secret Nos. 38-39, 42, & 91: [REDACTED]  
 24 [REDACTED]
- 25 • Trade Secret No. 46: [REDACTED]  
 26 [REDACTED]
- 27 • Trade Secret No. 48: [REDACTED]
- 28 • Trade Secret Nos. 49 & 85: [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

- 1 • Trade Secret No. 62: [REDACTED]
- 2 • Trade Secret Nos. 63 & 89: [REDACTED]
- 3 • Trade Secret Nos. 75-80: [REDACTED]
- 4 • Trade Secret Nos. 81-84: [REDACTED]
- 5 • Trade Secret No. 86: [REDACTED]
- 6 • Trade Secret No. 87: [REDACTED]
- 7 • Trade Secret No. 88: [REDACTED]
- 8 • Trade Secret No. 90: [REDACTED]
- 9 • Trade Secret Nos. 92-93: [REDACTED]
- 10 [REDACTED]
- 11 [REDACTED]
- 12 • Trade Secret No. 94: [REDACTED]
- 13 [REDACTED]
- 14 • Trade Secret No. 95: [REDACTED]
- 15 [REDACTED]
- 16 • Trade Secret No. 96: [REDACTED]
- 17 [REDACTED]
- 18 • Trade Secret No. 97: [REDACTED]
- 19 [REDACTED]
- 20 • Trade Secret No. 98: [REDACTED]
- 21 [REDACTED]
- 22 • Trade Secret No. 99: [REDACTED]
- 23 [REDACTED]
- 24 • Trade Secret No. 100: [REDACTED]
- 25 [REDACTED]
- 26 • Trade Secret No. 101: [REDACTED]
- 27 • Trade Secret No. 102: [REDACTED]
- 28 • Trade Secret No. 103: [REDACTED]

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

- 1 • Trade Secret No. 104: [REDACTED]
- 2 [REDACTED]
- 3 • Trade Secret No. 105: [REDACTED]
- 4 • Trade Secret No. 106: [REDACTED]
- 5 [REDACTED]
- 6 • Trade Secret No. 107: [REDACTED]
- 7 • Trade Secret No. 108: [REDACTED]
- 8 • Trade Secret No. 109: [REDACTED]
- 9

**FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10:**

11 Waymo incorporates by reference its General Objections. Waymo further objects to this  
 12 interrogatory on the grounds that it is vague and ambiguous, including with respect to the phrase  
 13 “describe how those files disclose the trade secret,” Waymo further objects to this request to the  
 14 extent it is compound, complex and contains multiple subparts.

15 Subject to and without waiving the foregoing General and Specific Objections, Waymo  
 16 responds as follows:

17 The trade secrets identified below are disclosed at least in part by, among others, the  
 18 misappropriated materials listed below.

19 Trade Secret No.	Misappropriated Files
20 1	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
23 2	<i>See supra</i> , Trade Secret No. 1.
24 3	<i>See supra</i> , Trade Secret No. 1.
25 4	<i>See supra</i> , Trade Secret No. 1.
26 5	<i>See supra</i> , Trade Secret No. 1.
27 6	<i>See supra</i> , Trade Secret No. 1.
28 7	<i>See supra</i> , Trade Secret No. 1.
8	<i>See supra</i> , Trade Secret No. 1.
9	N/A
10	N/A

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1	13	N/A
	14	<i>See supra</i> , Trade Secret No. 1.
2	15	<i>See supra</i> , Trade Secret No. 1.
3	16	[REDACTED]
		[REDACTED]
4	17	<i>See supra</i> , Trade Secret No. 16.
5	19	[REDACTED]
		[REDACTED]
6	20	<i>See supra</i> , Trade Secret No. 20.
	38	[REDACTED]
7	39	<i>See supra</i> , Trade Secret No. 38.
8	42	<i>See supra</i> , Trade Secret No. 38.
	43	<i>See supra</i> , Trade Secret No. 16.
9	46	[REDACTED]
		[REDACTED]
10	48	[REDACTED]
11	49	[REDACTED]
	62	[REDACTED]
12	63	[REDACTED]
13	75	[REDACTED]
	76	<i>See supra</i> , Trade Secret No. 75.
14	77	<i>See supra</i> , Trade Secret No. 75.
15	78	<i>See supra</i> , Trade Secret No. 75.
	79	<i>See supra</i> , Trade Secret No. 75.
16	80	<i>See supra</i> , Trade Secret No. 75.
17	81	[REDACTED]
	82	<i>See supra</i> , Trade Secret No. 81.
18	83	<i>See supra</i> , Trade Secret No. 81.
	84	<i>See supra</i> , Trade Secret No. 81.
19	85	<i>See supra</i> , Trade Secret No. 49.
20	86	[REDACTED]
	87	[REDACTED]
21	88	[REDACTED]
22	89	<i>See supra</i> , Trade Secret No. 63.
	90	[REDACTED]
23	91	<i>See supra</i> , Trade Secret No. 38.
24	92	[REDACTED]
		[REDACTED]
25		[REDACTED]
	93	<i>See supra</i> , Trade Secret No. 92.
26	94	[REDACTED]
27		[REDACTED]
	95	[REDACTED]
28		[REDACTED]



**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1	96	[REDACTED]
2	97	[REDACTED]
3	98	[REDACTED]
4	99	[REDACTED]
5	100	[REDACTED]
6	101	[REDACTED]
7	102	[REDACTED]
8	103	[REDACTED]
9	104	[REDACTED]
10	105	[REDACTED]
11	106	[REDACTED]
12	107	[REDACTED]
13	108	[REDACTED]
14	109	[REDACTED]
15	110	N/A
16	111	N/A
17	112	N/A
18	113	N/A
19	114	N/A
20	115	N/A
21	116	N/A
22	117	N/A
23	118	N/A
24	119	N/A
25	120	N/A
26	121	N/A

**INTERROGATORY NO. 11:**

For the past five years, identify every Waymo executive (with a title of Senior Vice President or Executive Vice President or above) who has had a separate Side Business during any part of the time that he or she has worked at Waymo.

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY****1 RESPONSE TO INTERROGATORY NO. 11:**

2 Waymo incorporates by reference its General Objections. Waymo further objects to this  
 3 interrogatory on the grounds that it seeks information that is not relevant to the parties’ claims and  
 4 defenses nor proportional to the needs of the case.

**6 FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11:**

7 Waymo incorporates by reference its General Objections. Waymo objects to this  
 8 interrogatory on the grounds that it is overly burdensome and not proportional to the needs of the  
 9 case to the extent it seeks information about employees not involved in Google/Waymo’s self-  
 10 driving car business. Waymo further objects to this interrogatory on the grounds that it is vague  
 11 and ambiguous, including with respect to the phrase “with a title of Senior Vice President or  
 12 Executive Vice President or above,” given that there are no such titles within Google/Waymo’s  
 13 self-driving car business; Waymo nevertheless provides the response below after a reasonable and  
 14 diligent investigation into employees in Google/Waymo’s self-driving car business.

15 Subject to and without waiving the foregoing General and Specific Objections, Waymo  
 16 responds as follows: Waymo identifies the following documents in response to this interrogatory  
 17 pursuant to Rule 33(d): WAYMO-UBER-00026478, WAYMO-UBER-00026479, WAYMO-  
 18 UBER-00026480, WAYMO-UBER-00026481, WAYMO-UBER-00026482, WAYMO-UBER-  
 19 00026483, WAYMO-UBER-00026485, WAYMO-UBER-00026486, WAYMO-UBER-  
 20 00026487, WAYMO-UBER-00026488, WAYMO-UBER-00026489, WAYMO-UBER-  
 21 00026490, WAYMO-UBER-00026491, WAYMO-UBER-00026492, WAYMO-UBER-  
 22 00026493, WAYMO-UBER-00026495, WAYMO-UBER-00026496, WAYMO-UBER-  
 23 00026497, WAYMO-UBER-00026498, WAYMO-UBER-00026500, WAYMO-UBER-  
 24 00026501, WAYMO-UBER-00026502, WAYMO-UBER-00026503, WAYMO-UBER-  
 25 00026504, WAYMO-UBER-00026505, WAYMO-UBER-00026506, WAYMO-UBER-  
 26 00026507, WAYMO-UBER-00026508, WAYMO-UBER-00026514, WAYMO-UBER-  
 27 00026516, WAYMO-UBER-00026517, WAYMO-UBER-00026519, WAYMO-UBER-  
 28 00026521, WAYMO-UBER-00026522, WAYMO-UBER-00026525, WAYMO-UBER-

**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

1 00026526, WAYMO-UBER-00026529, WAYMO-UBER-00026530, WAYMO-UBER-  
2 00026531, WAYMO-UBER-00026532, WAYMO-UBER-00026533, WAYMO-UBER-  
3 00026534, WAYMO-UBER-00026535, WAYMO-UBER-00026536, WAYMO-UBER-  
4 00026539, WAYMO-UBER-00026540, WAYMO-UBER-00026543, WAYMO-UBER-  
5 00026544, WAYMO-UBER-00026603, WAYMO-UBER-00026604, WAYMO-UBER-  
6 00026725, WAYMO-UBER-00026727, WAYMO-UBER-00026888, WAYMO-UBER-  
7 00027015, WAYMO-UBER-00027016, WAYMO-UBER-00027017, WAYMO-UBER-  
8 00027018, WAYMO-UBER-00027019, WAYMO-UBER-00027020, WAYMO-UBER-  
9 00027034, WAYMO-UBER-00027035, WAYMO-UBER-00027037, WAYMO-UBER-  
10 00027038, WAYMO-UBER-00027039, WAYMO-UBER-00027040, WAYMO-UBER-  
11 00027041.

12 Waymo will further investigate this interrogatory and will supplement its response if  
13 necessary.

14 DATED: July 21, 2017

QUINN EMANUEL URQUHART & SULLIVAN,  
LLP

15  
16 By /s/ Charles K. Verhoeven

Charles K. Verhoeven

Attorneys for WAYMO LLC

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